

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Cynthia D. Calderon

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

Acting City Manager

Manny Gomez

January 16, 2018



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

Tuesday, January 16, 2018 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Cynthia D. Calderon
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. January 2, 2018, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Monday, January 15, 2018, as "*Dr. Martin Luther King, Jr., Day*"
3. Recognition of Parks and Recreation Staff for Observing a House Fire and Warning Residents

4. Recognition of Employee Milestone Service Awards for January, 2018:
 - ▶ 5 years - Matthew Burlison, Hobbs Police Department
 - ▶ 5 years - Efren Cortez, Legal Department
 - ▶ 10 years - Shelia Baker, Engineering
 - ▶ 10 years - Mike Stone, Legal Department
 - ▶ 15 years - Monica Mendoza, Cemetery

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

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

5. Resolution No. 6616 - Appointing Election Officials for the Regular Municipal Election on March 6, 2018 *(Mollie Maldonado, Deputy City Clerk)*
6. Resolution No. 6617 - Authorizing the Donation of 2009 Ford Bus to the Village of Milan, New Mexico *(Jan Fletcher, City Clerk)*
7. Resolution No. 6618 - Authorizing the Mayor to Approve a Grant Application with the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 2019 for the Hobbs Fire Department *(Barry Young, Deputy Fire Chief)*
8. Resolution No. 6619 - Approving the Submission of the Application for the Assistance to Firefighters Grant (AFG) *(Barry Young, Deputy Fire Chief)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. Consideration of Approval of RFP No. 483-17 for the City of Hobbs Potable Water SCADA and Communication System Replacement Project and Recommendation to Award Proposal to Alpha Southwest, Inc., in the Amount Not to Exceed \$1,800,000.00 (Including GRT) *(Tim Woomer, Utilities Director)*

10. Resolution No. 6620 - PUBLIC HEARING: Concerning the Issuance of a Restaurant Liquor License to Cotton Patch Café, 901 Joe Harvey Blvd., Hobbs, New Mexico *(Mike Stone, City Attorney)*
11. Consideration of Approval of a Professional Services Agreement with Luke Otero for Lobbying Services in the Amount of \$27,500.00 Plus Expenses Not to Exceed \$1,250.00 *(Mike Stone, City Attorney)*
12. Resolution No. 6621 - Authorizing a Vendor Change to Chard Snyder to Administer the Flexible Spending Account for City Employees *(Nicholas Goulet, Human Resource Director)*
13. Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2017 *(Toby Spears, Finance Director)*
14. Consideration of Approval of CES Proposal with Accent Landscaping for SR 18 Beautification Tree Replacement in the Amount of \$170,205.98 (Including GRT) *(Doug McDaniel, Parks & Recreation Director)*
15. Resolution No. 6622 - Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single Family Housing Units Located Within the Zia Crossing Subdivision *(Kevin Robinson, Development Director)*
16. Resolution No. 6623 - Approving a Development Agreement with Black Gold Estates, LLC, Concerning the Development of Market Rate Single Family Housing Units Located Within the Zia Crossing Subdivision *(Kevin Robinson, Development Director)*
17. Resolution No. 6624 - Approving a Development Agreement with ABS Homes Concerning the Development of Market Rate Single Family Housing Units Located Within the Zia Crossing Subdivision *(Kevin Robinson, Development Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

18. Next Meeting Date:
 - ▶ Regular Meeting - **Monday, February 5, 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: January 16, 2018

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 9, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of January 2, 2018

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

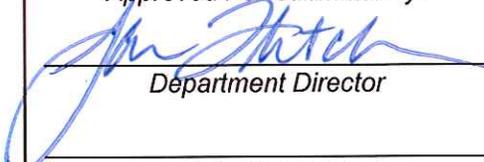
Legal Review:

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 Tuesday, January 2, 2018, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner Don Gerth

Absent: Commissioner Cynthia Calderon

Also present: Manny Gomez, Acting City Manager/Fire Chief
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Benjamin Harrison, Municipal Judge
Chris McCall, Police Chief
Brian Dunlap, Deputy Police Chief
Michael Walker, Police Captain
Clipper Miller, Police Lieutenant
Barry Young, Deputy Fire Chief
Kevin Shearer, Fire Captain
Mark Ray, Battalion Chief
Toby Spears, Finance Director
Todd Randall, City Engineer
Shelia Baker, Senior Staff Engineer
Ronny Choate, General Services Director
Britt Lusk, Administrative Services Director
Missy Funk, Hobbs Animal Adoption Center Manager
Sandy Farrell, Library Director
Ron Roberts, Information Technology Director
Doug McDaniel, Parks and Recreation Director
Catherine Vorrasi, CORE Facility Director
Matt Hughes, Golf Superintendent
Nicholas Goulet, Human Resources Director
Meghan Mooney, Communications Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
11 citizens

Invocation and Pledge of Allegiance

Commissioner Taylor delivered the invocation and Commissioner Joseph Calderón led the Pledge of Allegiance.

Approval of Minutes

Commissioner Taylor moved that the minutes of the regular meeting held on December 4, 2018, be approved as presented. Commissioner Joseph Calderón seconded the motion and the vote was recorded as follows: Newman yes, Taylor yes, Joseph Calderón yes, Gerth yes, Buie yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations and awards of merit presented.

Public Comments

Mr. Robert Lujan, a citizen, requested an update on a Veteran's Memorial in Hobbs. Mayor Cobb stated the Lea County Commission is partnering with other organizations to designate one in Lovington, New Mexico. Mr. Lujan stated he would like to see one in Hobbs.

Consent Agenda

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

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

Resolution No. 6614 - Declaring All Meetings of the City Commission and Boards to be Public Meetings and Adopting Reasonable Notice Procedures.

Consideration of Approval of a Memorandum of Agreement with the New Mexico Department of Health for the Purchase of Equipment and Spray for Mosquito Abatement in the Amount of \$16,865.05.

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

Mayor Cobb thanked Mr. Britt Lusk, Administrative Services Director, and his staff for securing a grant to improve mosquito control in Hobbs by purchasing equipment for mosquito abatement that City staff will utilize.

Discussion

CORE Special Revenue Fund Presentation.

Mr. Toby Spears, Finance Director, presented a PowerPoint presentation to the Commission regarding the CORE Special Revenue Fund. He outlined the revenue and reserve limits, the current status of the CORE Special Revenue Fund, operations status of the fund, revenue, transfers from the City of Hobbs. He also gave a projection of the annual operational funds of the CORE Special Revenue Fund.

In response to Commissioner Joseph Calderón's question, Mr. Spears stated the City of Hobbs and Lea County Commission have an agreement that the City will provide \$300,000.00 toward the annual cost of operation of the Equine Center and the County will provide \$300,000.00 for the annual cost of the CORE. He added the Equine Center has not been built so Lea County and the City have not exchanged the \$300,000.00.

Acting City Manager/Fire Chief Manny Gomez thanked Mr. Spears, Mr. Doug McDaniel, Parks and Recreation Director, and staff for all of their hard work and expertise in the fund projections. He stated it will take up to three years to get a projection of the actual cost to operate the CORE.

In reply to Commissioner Buie's inquiry, Mr. Spears stated 139 employees are anticipated to operate the CORE. He further stated the less fees which are collected at the CORE, the more General Funds will be utilized.

Mr. McDaniel stated of the 139 employees needed to operate the CORE, 73 will be full-time employees.

Commissioner Newman requested to see the study that determined the number of employees and expenses. He stated he has not seen any documents that reflect the information given by Mr. Spears regarding the CORE Special Revenue Fund.

Action Items

Consideration of Approval of RFP No. 495-18 and Recommendation to Multi-Award the Proposal to TechnoGym Fitness Equipment, FitLogistix Fitness Equipment and Home Fitness Warehouse Fitness Equipment in an Amount Not to Exceed \$686,971.94 (Plus GRT).

Mr. McDaniel explained RFP No. 495-18 for proposals for fitness equipment at the CORE and stated seven proposals were received. He stated an evaluation committee was comprised of staff from Parks and Recreation, Finance, Fire Department, New Mexico Junior College (NMJC), Hobbs Municipal Schools and the University of the Southwest who reviewed, evaluated and scored the proposals. Mr. McDaniel stated all were scored in Phase 1 and the three highest ranked proposers advanced to Phase II which was an in-person interview and demo of equipment. He stated Parks and Recreation staff is recommending a multi-award to include the purchase of various pieces of fitness equipment from all three vendors who advanced to Phase II. The award is recommended as follows:

TechnoGym Fitness Equipment	\$439,933.75
FitLogistix Fitness Equipment	\$ 50,658.80
Home Fitness Warehouse Fitness Equipment	\$ 12,455.04
TechnoGym 5 Year Extended Warranty on Cardio Equipment	\$ 63,183.45
TechnoGym Fitness Application and Fitness Tracking Equip	\$ 54,144.04
Freight, Delivery and Installation	\$ 66,596.86
	<u>\$686,971.94</u>

Mr. McDaniel stated in addition to cardio equipment, strength equipment and fitness equipment, the CORE will also include both free weights and plate-loaded equipment to replace equipment currently being used at the NMJC's Del Norte Fitness Center.

In response to Commissioner Taylor's question, Mr. McDaniel stated the equipment currently being used at the NMJC's Del Norte Fitness Center that will be replaced is being paid out of the \$1.7 million designated for the CORE, of which NMJC has contributed to those funds.

Ms. Catherine Vorrasi, CORE Facility Director, stated the cardio equipment will have a five-year warranty.

In reply to Commissioner Buie's inquiry, Ms. Vorrasi stated the fitness equipment should have a life span of 10 years and CORE employees will be trained on maintenance of the equipment. She added that fitness equipment is fully equipped with Wi-Fi.

There being no further discussion, Commissioner Gerth moved to approve the RFP with multi-awards to TechnoGym Fitness Equipment, FitLogistix Fitness Equipment and Home Fitness Warehouse Fitness Equipment for fitness equipment at the CORE in the amount of \$686,971.94 not including GRT. Commissioner Joseph Calderón seconded the motion and the vote was recorded as follows: Newman no, Joseph Calderón yes, Taylor yes, Gerth yes, Buie yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 6615 - Concerning the Issuance of a Restaurant Liquor License to El Vaquero G, LLC, d/b/a El Vaquero located at 921 South Dal Paso, Hobbs, New Mexico.

Mr. Mike Stone, City Attorney, was appointed as the Hearing Officer. Mr. Santiago Garcia, owner of El Vaquero, presented testimony in the hearing regarding the application of El Vaquero for the issuance of a Restaurant Liquor License located at 921 South Dal Paso.

In response to Mr. Stone's inquiry, no members of the audience requested to speak in support of the application or against the application for the issuance of a Restaurant Liquor License.

Mr. Stone recognized Mr. Garcia as the owner of El Vaquero. He stated the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for issuance of the liquor license and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed issuance of the license should be granted. He further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or locations and a copy of the record must be submitted to the Alcohol and Gaming Division. Mr. Stone stated the distance from Our Lady of Guadalupe Catholic Church is 248.11 feet from El Vaquero and the City has received a letter stating the Church gives its consent to the issuance of a Restaurant Liquor License to El Vaquero. Mr. Garcia that all the above statements made by Mr. Stone are true and correct to his knowledge.

Proper publication having been made, and there being no discussion, and no comments from the audience, Commissioner Newman moved that Resolution No. 6615 be adopted approving the issuance of the license. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Joseph Calderón yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Consideration of Approval of a GSA Agreement with Bohannon Huston for the Purchase of High Resolution Aerial Imagery in the Amount of \$171,875.00 (Plus GRT).

Mr. Todd Randall, City Engineer, explained the agreement and stated the GIS/Mapping Division, in conjunction with the Engineering Department, recommends entering into a GSA agreement with Bohannon & Huston for the procurement of high resolution aerial imagery along with planimetric data, including new elevation through LiDAR. He stated this project will consist of the following items:

- Updating the City's GPS Base System - Preparation for 2022 NGS Datum Shift
- Adjust existing GIS data to updated CRS
- Configure GPS Base station from expanded Cellular/internet access
- Permanent Monument Geodetic Network
- 6" Resolution Orthophotography
- 1-Foot Contour Interval LiDAR QL2 Surface data capture
- Building & Paving Planimetric data capture

Mr. Randall stated the results of this project will be used throughout the City organization for improved data management process, flood plain studies, and in applying standards on data processes by surveyors and contractors supporting the City. He stated, in addition, this project will be the foundation for a new Master Drainage Plan, which will support prioritizing drainage improvement projects and part of the City Commission Top 5 ICIP project for FY19.

There being no further discussion, Commissioner Buie moved to approve the agreement with Bohannon Huston for the purchase of high resolution aerial imagery in the amount of \$171,875.00 plus GRT. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Joseph Calderón yes, Taylor yes, Gerth yes, Buie yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1108 - Amending Hobbs Municipal Code 8.28.040 Regarding Smoking in City-Owned, City-Operated and City-Leased Buildings.

Mr. Stone explained the proposed ordinance and stated this will amend Hobbs Municipal Code 8.28.040. He stated the amendment clarifies the ordinance to define the term "Smoke" or "Smoking" to include any electronic vapor device. Mr. Stone stated the amendment adopts the same penalties as the corresponding Section 24-16-18 NMSA, 1978.

In reply to Commissioner Gerth's inquiry, Mr. Stone stated the ordinance is designed for no smoking inside City buildings. He stated State law prohibits smoking within 20 feet of an entrance to a building.

Proper publication having been made, and there being no further comments or further discussion, Commissioner Taylor moved that Ordinance No. 1108 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Taylor yes, Joseph Calderón yes, Gerth yes, Buie yes, Cobb yes. The motion carried. Copies of the ordinance and forms are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1109 - Amending Section 2.04.120 Related to the Salary of the Mayor, Mayor Pro-Tem and Commissioners.

Mr. Stone explained the proposed amendment to Section 2.04.120 of the Hobbs Municipal Code related to the salary of the Mayor, Mayor Pro-Tem and Commissioners. He stated Section 8.1 of the City of Hobbs Charter determines the salary of the Mayor and Commissioners with any revisions to be adopted by ordinance. Mr. Stone stated the Mayor's salary was last revised in 2001 and the Commissioners have had the same salary since 1989. He added the proposed amendment would increase the Mayor's salary to \$26,000 annually and the Commissioners to \$12,000 annually. Mr. Stone stated because of concerns with constitutionality, the governing body may enact an increase but it cannot benefit those currently serving in office. He explained this proposed amendment will only affect Commissioners from Districts 2, 4, 5 and 6 whose positions will be elected at the next regular municipal election to be held in March, 2018.

Mr. Stone stated the changes would not become effective until July 1, 2018, with the new budget year. The increase would not be effective for Districts 1 and 3 as well as the Mayor until after the election in March, 2020. He stated the nature of business has changed for the City and the Commission is making decisions for a multi-million dollar business.

Proper publication having been made, and there being no comments or discussion, Commissioner Gerth moved that Ordinance No. 1109 be adopted as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Taylor yes, Newman no, Joseph Calderón yes, Buie no, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and forms are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1110 - Amending Section 2.12.030 of the Hobbs Municipal Code Related to the Salary of the Municipal Judge Position.

Mr. Stone recognized Mr. Ben Harrison, Municipal Judge, in the audience. Mr. Stone explained the proposed amendment to Section 2.12.030 of the Hobbs Municipal Code to increase the salary of the Municipal Judge. He stated the current salary was increased from \$48,000 to \$60,000 in 2009. He further stated the pay range throughout the State varies across the board. Mr. Stone issued a comparison and stated the Municipal Court

in Las Cruces, New Mexico, has two municipal judges and a staff of 12 opposed to Hobbs with one judge and a staff of five. He added the current judge will not receive this increase and it will only apply to the judge elected in March, 2018, to become effective July 1, 2018, with the new fiscal year.

In response to Commissioner Newman's question, Mr. Stone stated the City and the Municipal Court have a separation of powers as the City is legislation and the Court is judicial. He further stated the City does not control the hours the judge works but can penalize him/her monetarily for not working appropriate hours. A brief discussion was held regarding the anti-donation laws of the state,

Proper publication having been made, and there being no further comments or discussion, Commissioner Buie moved that Ordinance No. 1110 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and forms are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1111 - Amending Section 6.04.090 of the Hobbs Municipal Code Related to Impounding Animals.

Mr. Efren Cortez, Assistant City Attorney, explained the proposed ordinance to amend Section 6.04.090 of the Hobbs Municipal Code regarding impounding animals. He stated the amendment will address specific issues with the current ordinance. He introduced Ms. Missy Funk, Hobbs Animal Adoption Center (HAAC) Manager.

Ms. Funk stated the purpose of this amendment is to streamline the process for impounding animals. She stated pet owners will be required to either purchase a breeder's permit or pay a low cost spay/neuter fee for animals that have been picked up by Hobbs Animal Control before allowing them to be reclaimed. Ms. Funk stated the HAAC staff is hoping to reduce the number of animals who are repeatedly picked up by animal control by updating the way animals are reclaimed by its owner.

Mr. Cortez stated the current ordinance allows owners to reclaim unsterilized animals after paying a small reclaim fee. He further explained amending Section 6.04.090 of the Hobbs Municipal Code will give the animal owner two options for reclaiming the animal. Mr. Cortez stated the proposed amended ordinance will mirror the State statute.

In reply to Commissioner Taylor's inquiry, Ms. Funk stated a breeder permit is \$250.00 which is an annual fee.

Proper publication having been made, and there being no more comments or discussion, Commissioner Buie moved that Ordinance No. 1111 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Taylor no, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and forms are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1112 - Amending Section 6.04.110 of the Hobbs Municipal Code Related to Retention of Stray or Owner-Surrendered Animals.

Mr. Cortez explained the proposed ordinance to amend Section 6.04.110 of the Hobbs Municipal Code and stated the amendment will specifically address the retention of stray and owner-surrendered animals.

Ms. Funk stated a problem facing the HAAC is observing animals that are making repeat visits to the facility, even after they have been surrendered and reclaimed by their owners. She further stated the numbers of animals being surrendered from Hobbs specifically are declining but more animals are being surrendered at HAAC from outside of Lea County. Ms. Funk stated the HAAC would like to impose a surrender fee to deter owner surrenders and to offset the cost of treatment for the animals. Ms. Funk stated the HAAC absorbs the costs for various medical treatments for the animals as well as routine vaccinations. She further explained that a person surrendering a litter of animals would not be required to pay a fee per animal. Ms. Funk stated the owner would be required to sign a contract to spay the female. She stated the goal is to educate the public on its responsibility of owning an animal.

In response to Commissioner Taylor's inquiry regarding a recent situation, Ms. Funk stated a \$40.00 reclaim fee includes the cost of spay and neuter once the owner has made arrangements with HAAC.

In response to a question from Mr. Joseph Cotton, a citizen, regarding how animal owners know that these animal laws exist and the penalty for any violations, Mr. Cortez explained the legality of the violation fees and stated it is a \$500 fine and/or 90 days in jail. He added that citizens have been prosecuted after warnings are issued. Ms. Funk stated animal owners are educated when they reclaim their animal. She further stated many of the reclaims are repeat offenders. Ms. Funk stated the HAAC will continue to educate the public on animal ownership. Mr. Cortez added that Ms. Pat Huntley, a/k/a the Crazy Dog Lady, in conjunction with Lea County Humane Society, assists to educate the public as well. He stated educational animal owner material has been mailed out with water bills and the HAAC has an open door policy for anyone who has questions regarding their animal.

In reply to Mayor Cobb's question, Ms. Funk stated the HAAC will host two free shot clinics annually and provides educational materials regarding animal ownership.

Proper publication having been made, and there being no more comments or discussion, Commissioner Buie moved that Ordinance No. 1112 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Taylor no, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and forms are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1113 - Amending Section 6.04.170 of the Hobbs Municipal Code Related to the Reduced Cost Spay and Neuter Program.

Mr. Cortez explained the proposed ordinance to amend Section 6.04.170 of the Hobbs Municipal Code and stated the amendment will specifically address the reduced cost spay and neuter program.

Ms. Funk stated guidelines for the current spay and neuter program were created with an ordinance revision in 2009 which applied to Hobbs residents only. She explained the ordinance did not meet the needs of Hobbs citizens. Ms. Funk stated the proposed ordinance would change the age requirements from 70 to 65 and redefine the low income requirements to follow the Federal Poverty Levels determined by the Department of Health and Human Services. She added there are no proposed changes to the disabled qualifications.

In reply to Commissioner Taylor's inquiry, Ms. Funk stated the proposed fees are as follows: \$45 for dog spays, \$40 for dog neuters, \$35 for cats spays and \$25.00 for cats neuters.

Mr. Cortez stated the adjustments to the fees will need to be adopted by resolution. He stated the current fees were determined by Resolution No. 5433 and a resolution amending the fees will come before the Commission for its approval after the proposed changes to the ordinance have been adopted.

Proper publication having been made, and there being no more comments or discussion, Commissioner Gerth moved that Ordinance No. 1113 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Taylor no, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and forms are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb thanked everyone for their attendance at tonight's meeting. He stated the next scheduled Commission meeting is on Tuesday, January 16, 2018.

Commissioner Buie issued a blanket apology to all City Employees.

Commissioner Joseph Calderón expressed his appreciation to the MVD staff for their quick and efficient service. He stated he only waited 30 minutes for his transaction to be completed.

Commissioner Gerth also thanked everyone for their attendance at tonight's meeting.

Commissioner Gerth stated fuel prices are higher in Hobbs than other surrounding areas. He stated citizens can file a complaint on gas gouging by emailing the complaint to concerns@nmag.gov. He encouraged citizens to make their voice heard.

Acting City Manager/Fire Chief Gomez wished everyone a Happy New Year. He stated 2018 will be an exciting year for Hobbs as the CORE will open, the new budget year preparations will begin and the City will be hiring a new City Manager.

Adjournment

There being no further discussion or business, Commissioner Joseph Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion. The vote was recorded as follows: Newman yes, Taylor yes, Joseph Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to advancing social justice, equality and opportunity for all and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, the *King Holiday and Service Act*, enacted in 1994, designated the *King Holiday* as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and

WHEREAS, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King, Jr. to serve their neighbors and communities on the King Holiday; and

WHEREAS, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

WHEREAS, the *King Day of Service* is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday, and make an ongoing commitment to service throughout the year; and

WHEREAS, *King Day of Service* is being organized by the local Hobbs Branch NAACP, involving a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for all our citizens; and

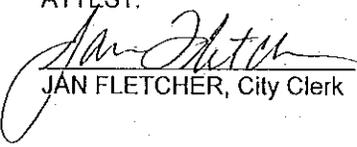
WHEREAS, the citizens of Hobbs and Lea County can participate in events throughout our city, as well as create and implement community service projects where they identify the need.

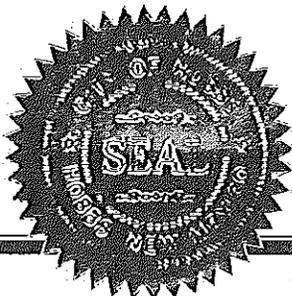
NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, proclaim January 15, 2018 as Martin Luther King, Jr. Holiday as a Day of Service and call upon the people of Hobbs and Lea County to pay tribute to the life and works of Dr. Martin Luther King, Jr. through participation in community service projects on this day and throughout the year, and encourage all residents to observe this day in Dr. King's memory.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of January, 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: January 16, 2018

SUBJECT: Appointment of Election Precinct Officials for Regular Municipal Election on March 6, 2018.

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 8, 2018
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

Summary:

Pursuant to §3-8-19, N.M.S.A., 1978, the governing body shall appoint a precinct board for each polling place. A total of 20 individuals will be needed on election day for the four Voting Convenience Centers (VCC) and Absentee Precinct. Six alternate officials have been appointed to stand by on election day.

Early voting will be conducted in the City Clerk's Office beginning February 14, 2018, through March 2, 2018.

Fiscal Impact:

Reviewed By: 
Finance Department

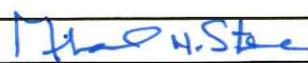
Election officials will be paid \$180.00 for election day services and \$20.00 to attend election school for a total of \$200.00 each. Alternates officials will be paid \$20.00 to attend election school. Election officials work approximately 14 hours on election day.

Total fiscal impact is in the amount of \$4,120.00 and is budgeted in Line Item 010131-42213.

Attachments:

- 1) Resolution

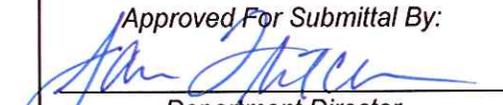
Legal Review:

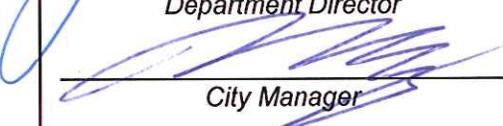
Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the appointment of precinct officials.

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. 6616

A RESOLUTION APPOINTING ELECTION OFFICIALS
FOR THE REGULAR MUNICIPAL ELECTION ON MARCH 6, 2018

WHEREAS, the City of Hobbs will hold a regular municipal election on March 6, 2018, to elect a Municipal Judge at large and Commissioners from District 2, 4, 5, 6 and, pursuant to §3-8-19, N.M.S.A., the governing body shall appoint a precinct board for each polling place for the regular election.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following-named individuals be and are hereby appointed to serve as precinct officials for the regular municipal election to be held on March 6, 2018:

Precinct Board

Clemmie A. Johnson	Wanda Wheeler
Joyce W. Bingham	Nora Aranda
Jessica Marie Lopez	Karen K. Morgan
Jennifer M. Mota	Minerva Lara
Jared A. Sloan	Ricky B. Abeyta
Beth A. Allen	Heather J. Sosa
Angie D. Herrera	Linda Hoyl
Debra L. Beran	Bridget Newton
Sharon L. Rea	Mary E. Ryan
Maria Pena	Ruben W. Mosley
Kathy Aranda-Rangel	Rebecca Sue Gunter
Joyce Powers	Rosalia Holguin
Shirley Harvey	Ruth Parker
Mellisa A. Ramos	

PASSED, ADOPTED AND APPROVED this 16th day of January, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: Donation of 2009 Ford Bus to the Village of Milan, New Mexico

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 8, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Hobbs Express purchased two new 18-passenger Arboc buses in August of 2017 which replaced two older 2009 12-passenger buses in fleet. One of the buses was sold at a recent City auction and it has been requested by the NMDOT that the City donate the other bus to the Village of Milan, New Mexico, in lieu of sale at a public auction. The Village of Milan has expressed a need for a new or used bus for its transportation service known as the Carrot Express and has requested use of this vehicle.

Fiscal Impact:

Reviewed By: 
Finance Department

There will be no fiscal impact associated with this donation. The Village of Milan will pick up the vehicle at its cost.

Attachments:

- 1. Resolution
- 2. Request Letter from Village of Milan
- 3. Approval email from NMDOT
- 4. Asset Description

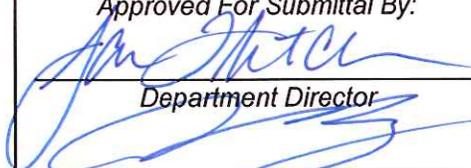
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The City Commission approves the donation of the 2009 Bus to the Village of Milan, New Mexico.

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. 6617

A RESOLUTION AUTHORIZING THE DONATION OF
USED PUBLIC TRANSPORTATION EQUIPMENT
TO THE VILLAGE OF MILAN, NEW MEXICO

WHEREAS, the City of Hobbs owns the equipment described upon Exhibit "A" attached hereto, which property is no longer in use by the City of Hobbs, Hobbs Express, and the Village of Milan, New Mexico, has a need for the equipment in its public transportation system known as the Carrot Express;

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 City Manager be, and he 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 2009 Ford Bus to the Village of Milan, New Mexico, subject to approval by the New Mexico Department of Finance and Administration (DFA).

PASSED, ADOPTED AND APPROVED this 16th day of January, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Carrot Express

801 Motel Dr/P.O. Box 2727 Milan, NM 87021

505-290-2469

carrotexpress@villageofmilan.com

01/08/2018

To whom it may concern,

The Carrot Express (CTA) has been in need of a new or gently used bus for our services. We have reached out to the state regarding any entities that may be able to donate a bus since we are not able to get any additional funding to purchase one.

NMDOT has recently learned that your entity may have one available and therefore NMDOT has recommended a transfer of that unit to The Carrot Express in lieu of selling it at a public auction. This transfer would mean a great deal to the Carrot Express so that we can continue to offer safe and reliable services to our area.

Thank you for taking the time to decide on whether you are able to make this kind of transfer.

Respectfully,

Sarah Austin

Carrot Express
505-290-0531
carrotexpress@villageofmilan.com

Jan Fletcher

From: Park, Jason, NMDOT <Jason.Park@state.nm.us>
Sent: Tuesday, January 9, 2018 10:57 AM
To: Jan Fletcher
Subject: Bus Transfer

Good Morning Jan,
Upon your request for the disposal of the 2009 Ford Pacer 12 passenger bus, NMDOT contacted the Village of Milan who is in need of a well maintained such as this. NMDOT feels the best use of the vehicle would be to transfer it to The Village of Milan.
Jason Park

JASON PARK
Urban and Regional Planner
Transit and Rail Division
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149
PHONE (505)490-5347
FAX (505)827-5642

Hobbs Express Inventory Item

2009 Ford Bus

12-Passenger Bus with Braun Wheelchair Lift

S/N: 1FDEE35L29DA59614

MODEL: CTV

ASSET #: 5931

MILEAGE: 137,492 MILES

PURCHASE PRICE: \$ 47,257.00

CURRENT VALUE: \$ 5,000.00

CERTIFICATE OF TITLE

MVD-10030
REV. 02/05

VEHICLE IDENTIFICATION NUMBER

TYPE OF TITLE
ORIGINAL

TITLE NUMBER

1FDEE35L29DA59614

15026934A825907

ENGINE OR OTHER I.D. NUMBER
2-045.00

PREVIOUS TITLE NUMBER AND STATE
10128934A798103 NM

1ST REG. DATE OF ISSUE
2009 01/26/2015

YEAR
2009

MAKE
FORD

MODEL
CTV

BODY
YY

CYLS
08

DGWW
12500

WT./WHEELS
8356

TYPE OF FUEL
GASOLINE

LIENS
0

1st LIENHOLDER (OR OWNER(S) IF NO LIEN)
CITY OF HOBBS

LICENSE PLATE NUMBER(S)
G78475

200 EAST BROADWAY
HOBBS NM 88240

VEHICLE CLASS
COMM BUS

CLERK
JOM

FILE DATE
NO LIEN

MATURITY DATE
NO LIEN

*ODOMETER & CODE
001458 AM

MH SIZE
00*000

CNTY.
00

REGISTERED OWNER(S)
CITY OF HOBBS

LOCATION OF MANUFACTURED HOME

200 EAST BROADWAY
HOBBS NM 88240

*ODOMETER CODES: AM = ACTUAL VEHICLE MILEAGE, EL = MILEAGE IN EXCESS OF MECHANICAL LIMITS OR NM = NOT ACTUAL MILEAGE-WARNING-ODOMETER DISCREPANCY

SECOND LIENHOLDER

NOT A TITLE NO.

20825907

00000

FILE DATE

MATURITY DATE

DO NOT CARRY IN VEHICLE - KEEP IN SAFE PLACE, IMPORTANT: THERE IS AN ADDITIONAL STATUTORY FEE FOR FAILURE BY PURCHASER TO APPLY FOR TRANSFER WITHIN 30 DAYS FROM DATE OF SALE.

DIRECTOR MVD

I hereby certify, that interest in the vehicle described above on this Certificate of Title is hereby released.

RELEASE Name of
OF LIEN Lienholder:

Full Signature of Authorized Agent

Date

This Certificate of Title is evidence of legal ownership of the vehicle described above. Upon sale of this vehicle, this certificate must be properly assigned below and presented by the purchaser to the Motor Vehicle Division for transfer. The Division is not responsible for false or fraudulent statements made in connection with this Certificate of Title or held liable for recording errors.

IMPORTANT: Buyer (except for dealer) must apply to the Motor Vehicle Division within 30 days for transfer of title and registration. Federal and state law requires the seller (including dealers) to state the odometer mileage upon transfer of ownership. ANYONE CONVICTED OF A FALSE ODOMETER STATEMENT WILL BE SUBJECT TO FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE FOR THE EXACT AMOUNT OF \$ _____ I (we) hereby sell, assign,

transfer and convey this _____ day of _____, YR. _____ to

Buyer's Name(s): _____

Address _____

the vehicle described on the front side of this Certificate of title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE".

Name & Address
of Lienholder: _____

Lienholder No. (if any) _____ File Date _____ Maturity Date _____

ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is: _____ (NO TENTHS) miles and that stated mileage is (check one of the following): A the actual mileage OR B Mileage in excess of mechanical limits OR C NOT the actual mileage: WARNING-ODOMETER DISCREPANCY.

Signature(s) X _____ Printed Name _____

of Seller(s) X _____ Printed Name _____

Signature(s) X _____ Printed Name _____

of Buyer(s) X _____ Printed Name _____

NEW MEXICO MOTOR VEHICLE DIVISION

VOID IF ALTERED
HOLD TO LIGHT TO VIEW EAGLE WATERMARK

VOID IF ALTERED

NEW

NEW

MEXICO

MEXICO

**RECEIPT OF EQUIPMENT AND
WAIVER OF CLAIM FOR DAMAGES**

WHEREAS, the City of Hobbs owns the following bus which is not presently being used by the Hobbs Express:

- 2009 Ford Bus, 12-passenger vehicle with wheelchair lift
City of Hobbs Unit #1269
VIN: 1FDEE35L29DA59614

WHEREAS, the City of Hobbs is willing to donate said equipment to the Village of Milan, New Mexico, for its use.

NOW, THEREFORE, the gift of said vehicle is accepted by the Village of Milan, New Mexico, under the following terms and conditions:

1. The Village of Milan, New Mexico, agrees that the above-referenced equipment is accepted in "as is" condition.
2. The Village of Milan, New Mexico, understands and agrees that the City of Hobbs makes no warranty, either express or implied, as to the condition of the equipment and/or its quality.
3. The Village of Milan, New Mexico, hereby waives any claim for damages for loss to any persons or loss of any property which may be caused by the use of said equipment given by the City of Hobbs, and agrees to hold the City of Hobbs harmless for any damage of any kind that may result from the use of said equipment.

RECEIVED AND ACCEPTED this the _____ day of _____,
2018.

VILLAGE OF MILAN, NEW MEXICO

By: _____

Printed Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by _____, as
_____, on behalf of the Village of Milan, New Mexico.

NOTARY PUBLIC

My Commission Expires:



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: NM Department of Health EMS Fund Act Local Funding Program Fiscal Year 2019
DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 9, 2018
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

The City of Hobbs Fire Department is eligible for funding from the New Mexico Department of Health EMS Fund Act Local Funding Program. The EMS Fund Act was established by the State of New Mexico to make money available by grant application for ambulance services, fire departments, and rescue services. It is funded by the state legislature and prioritizes expenditures based on the number of EMS and rescue runs in combination with service area to determine the amount each service is awarded. The department typically receives the amount of \$20,000.00 from this grant.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The Hobbs Fire Department is requesting \$28,000, however the department typically receives \$20,000 from the fund. The funds will be used for training, travel/meals/schools, and EMS supplies. This fund will be shown as a revenue and expenditure in the budget. There is no net effect on the budget.

Attachments:

- 1. Resolution
2. EMS Fund Act Local Funding Program Application

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of the resolution authorizing the Mayor to sign the EMS Fund Act Local Funding Program Application.

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. 6618

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE
A GRANT APPLICATION WITH THE
NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT
LOCAL FUNDING PROGRAM FOR FISCAL YEAR 2019

WHEREAS, the Hobbs Fire Department is eligible to participate in the FY19 New Mexico Department of Health EMS Fund Act Local Funding Program Grant; and

WHEREAS, the projects for this grant must contribute to the enhancement of local emergency medical services in order to reduce injury and loss of life; and

WHEREAS, these funds will be utilized for training, travel/meals/schools, and EMS supplies;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs a Grant Application with the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 19.

PASSED, ADOPTED AND APPROVED this 16th day of January, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**EMS FUND ACT
LOCAL FUNDING PROGRAM
APPLICATION
FISCAL YEAR 2019**

Submit to:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Due Date: January 19, 2018

To All Potential Applicants:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties, in proportion to their needs, for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life.

In any fiscal year, no less than seventy-five percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the department. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. **To be eligible**, an applicant must be an incorporated municipality or county applying on behalf of a local recipient. Your service must also be compliant with NMEMSTARS Data and Medical Rescue Certification, if not PRC.

Your Application and Annual Report **must be postmarked or hand-delivered** to the EMS Bureau by **5:00pm on Friday, January 19, 2018**. Please adhere to the following instructions, as **incomplete applications will not be processed**:

- Submit an **ORIGINAL AND THREE (3) COPIES – Annual Service Report as well. Failure to make copies will result in an incomplete application and will not be accepted.** (faxed or emailed applications will not be accepted as well)
- **NO SPECIAL BINDING (one staple in the left top corner only- NO PAPERCLIPS or BINDERS)**
- Be sure to have necessary **SIGNATURES and NOTARY.**

Local Recipient:	Hobbs Municipal Ambulance Service			314331	
	<i>(EMS Service that will benefit)</i>			<i>(EMS Service #)</i>	
Mailing Address:	301 East White		Hobbs		NM 88240
	<i>(Street/Mailing Address)</i>		<i>(City)</i>		<i>(State) (Zip)</i>
Contact Person:	1	2	3	✓	575-397-9308
	<i>(EMS Region)</i>		<i>(Business Phone #)</i>		<i>(Emergency Phone #)</i>
	Barry Young		Deputy Fire Chief		byoung@hobbsnm.org
	<i>(Name)</i>		<i>(Title)</i>		<i>(E-mail Address)</i>

Applicant:	City of Hobbs				
	<i>(County or Municipality serving as Fiscal Agent)</i>				
Mailing Address:	200 East Broadway		Hobbs		NM 88240
	<i>(Mailing Address)</i>		<i>(City)</i>		<i>(State) (Zip)</i>
Fiscal Agent Contact Person:	Toby Spears		Finance Director		
	<i>(Name)</i>		<i>(Title)</i>		
	575-397-9235	575-397-9257	tspears@hobbsnm.org		
	<i>(Telephone #)</i>	<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>		

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. **If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds.** Choose **one (1) level** for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)	Medical-Rescue Service First Responder (\$3,000)	Medical-Rescue Service/Ambulance Basic Level (\$5,000)	Medical-Rescue Service/Ambulance Advance Level (\$7,000)
<input type="checkbox"/> Check if applicable Fifty percent (50%) of all runs are covered by a NM licensed First Responder (within two years of the initial request for funding).	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs are covered by a NM licensed First Responder or NM licensed EMT, <u>minimum of two NM licensed personnel.</u>	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-Basic or higher NM licensed EMT personnel, <u>minimum of two NM licensed personnel.</u>	<input checked="" type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-I or EMT-P level, <u>minimum of two NM licensed personnel.</u>
<input type="checkbox"/> Check if applicable Service has Basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input checked="" type="checkbox"/> Check if applicable Service has basic & advanced medical supplies and equipment.
<input type="checkbox"/> Check if applicable Service has mutual aid agreements. Attached copy(s)	<input type="checkbox"/> Check if applicable Service has mutual aid agreements. Attached copy(s)	<input type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). Attach copy(s)	<input checked="" type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). Attach copy(s)
<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input checked="" type="checkbox"/> Check if applicable Service has a designated Training Coordinator.
<input type="checkbox"/> Check if applicable The Service is, or plans to submit all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input checked="" type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database
<input type="checkbox"/> Check if applicable Service plans to routinely respond (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input checked="" type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS medical protocols.	<input checked="" type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS and ALS medical protocols.
<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations	<input checked="" type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations
			<input type="checkbox"/> Check if applicable If applicable, Service complies with Air Ambulance certification regulations 7.27.5 NMAC.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

- Please complete the Equipment Inventory Report prior to listing your funding requests.
- Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. **We must be realistic, please estimate amount closest to funding that service receives every year.**
- Use each number only once. (Use additional sheets if necessary.)

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
Repair and Maintenance:		
Training:		
1.	EMT, AEMT, Paramedic, PALS, ACLS, BLS, PHTLS	\$12,000
	EMT Prerequisite Classes	
	Licensure Renewals	
Mileage & Per Diem:		
2.	Travel to classes and conferences	\$8,000
	Travel to clinical and exam sites	
Supplies (Items Under \$500):		
3	EMS Supplies	\$8,000
**Capital Outlay (Items Over \$500):		
Other Operational Costs:		
TOTAL AMOUNT OF REQUEST:		\$28,000

* Do not make all items Priority No. 1.

** For **Capital Outlay Projects** for which the service intends to “carry over” funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
-

Note: If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

The top priority for the Hobbs Fire Department will continue to be training for personnel. The department requires each employee to be licensed to the level of Advanced (AEMT). With this requirement comes the cost of sending personnel to EMT, AEMT, and any prerequisite classes needed to obtain the licensure. Hobbs Fire Department is the sole EMS transport service in the community, and one of only three services within Lea County which provide an advanced level of care. The Hobbs Fire Department will continue to keep all personnel up to date with they latest standards provided through ACLS, PALS, BLS, PHTLS, and any other necessary certification classes.

EMS supplies are a recurring expense for the department, and must be maintained in order to provide the level of service expected by the community. Prices for medications and supplies continue to increase each and every year, and will continue to do so in the future.

SERVICE NAME: Hobbs Municipal Ambulance Service

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, **COUNTY OF** LEA

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)

Sam Cobb

Mayor

OR

Chairman, Board of Commissioners

City of Hobbs

Municipality

County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this ___ day of _____, 20__.

Notary Public: _____

My commission expires: _____



PERSON COMPLETING FORM

Name:	Michael Prudencio	EMS Coordinator		
	<i>(Name)</i>	<i>(Title)</i>		
Address:	301 East White			
	Hobbs	NM	88240	
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
		575-449-8710	mprudencio@hobbsnm.org	
<i>(Work Phone)</i>	<i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>
Signature:	<i>Michael Prudencio</i>			

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected:

Equipment Inventory Report

The following equipment and disposable supplies are required by the Public Regulation Commission and the Medical Rescue Certification regulations. Items that are missing, broken or depleted should be considered as **top priority** items for funding requests. (Please indicate below the number of items "on hand")

Front of Vehicle Cab or Optimal Location:

Item Description	On Hand	Item Description	On Hand
Fire Extinguisher (2 lb) or (2 – 11lb)	7 - 10 lb	Siren	7
Flashlight	14	Spare Tire	7
Fuses (appropriate sizes)	various	Star of Life Displayed	yes
Jack and Handle	7	Tool Box	7
Lug Wrench	7	Triage Tags for MCI's	200
Maps or Navigational equipment	14	U.S. DOT Emergency Response Guidebook	50
Patient Care Reports or Reporting System	10 tablets	Vehicle Registration	7
Roadway warning devices	14 sets	Vehicle Spotlight or auxiliary lighting	7
Service Specific Protocols and guidelines	each employee receives one	Warning Lights	7
Other: <i>(Specify)</i>			

Communications Equipment

Item Description	On Hand	Item Description	On Hand
Dispatch Radio UHF/VHF	7	Spare Batteries/charger system	80/5
EMSCOM (UHF) Radio	7		
Other: <i>(Specify)</i>			

Personal Protective Equipment

Item Description	On Hand	Item Description	On Hand
Exam Gloves	100 boxes	Helmet with Face Shield	90
Eye Protection	90	N-95 mask (or > particulate mask)	300
Gloves (Leather or heavy duty)	100	Safety Vest/Jacket/(ANSI 2008 Compliant)	100
Hearing Protection	100	Splash Protection (disposable)	300
Other: <i>(Specify)</i>			



**EMS ANNUAL SERVICE
REPORT Fiscal Year 2019**
Due Date: January 19, 2018

Submit to:
EMS Bureau 1301
Siler Rd Bldg. F
Santa Fe, NM 87507
Attn: Ann Martinez

Service Name:	Hobbs Municipal Ambulance Service <i>(EMS Service)</i>
----------------------	---

Mailing Address:	301 East White			
	<i>(Mailing Address)</i>			
	Hobbs <i>(City)</i>	NM <i>(State)</i>	88240 <i>(Zip)</i>	 <i>(+4)</i>
Contact Person:	Barry Young <i>(Name)</i>		Deputy Fire Chief <i>(Title)</i>	
	575-397-9308 <i>(Business Phone)</i>	575-3979308 <i>(Emergency Phone)</i>	575-397-9331 <i>(Fax)</i>	byoung@hobbsnm.org <i>(E-mail Address)</i>
	City of Hobbs <i>(County or Municipality)</i>			
Administration:	200 East Broadway			
	<i>(Mailing Address)</i>			
	Hobbs <i>(City)</i>	NM <i>(State)</i>	88240 <i>(Zip)</i>	 <i>(+4)</i>
Contact Person:	Toby Spears <i>(Name)</i>		Finance Director <i>(Title)</i>	
	575-397-9235 <i>(Telephone #)</i>	5753979257 <i>(Fax Phone #)</i>	tspears@hobbsnm.org <i>(E-mail Address)</i>	
	EMS Region: Region I Region II Region III <input checked="" type="checkbox"/>			

Physical Location of Ambulance/Medical Rescue Facilities				
#1				
Name of Facility:	Hobbs Fire Department			
	N 32 41 54.3 <i>Latitude</i>	W 103 08 009 <i>Longitude</i>		
Street Address:	301 East White			
	Hobbs <i>(City)</i>	NM <i>(State)</i>	88240 <i>(Zip)</i>	 <i>(+4)</i>
#2				
Name of Facility:	Hobbs Fire Department Station #2			
	N 32 43 50 <i>Latitude</i>	W 103 07 383 <i>Longitude</i>		
Street Address:	2300 North Jefferson			
	Hobbs <i>(City)</i>	NM <i>(State)</i>	88240 <i>(Zip)</i>	 <i>(+4)</i>
<i>(Use additional pages as necessary)</i>				

Service Name:	Hobbs Municipal Ambulance Service
	<i>(EMS Service)</i>

SERVICE INFORMATION			
Type of Service <i>(Must Check Only One)</i>		Affiliation Type <i>(Mark Primary Affiliation Only)</i>	
<input checked="" type="checkbox"/>	Certified PRC Ambulance	<input type="checkbox"/>	Private for-profit
<input type="checkbox"/>	Certified Medical/Rescue Service (Non-transport)	<input type="checkbox"/>	Private non-profit
<input type="checkbox"/>	Certified Medical/Rescue Service (Transport Capable)	<input checked="" type="checkbox"/>	Fire Dept.-based
<input type="checkbox"/>	Emergency Medical Dispatch Agency	<input type="checkbox"/>	Law Enforcement or Department of Public Safety-based
<input type="checkbox"/>	Special Event(s) Agency	<input type="checkbox"/>	Clinic-based
<input type="checkbox"/>	Air Ambulance	<input type="checkbox"/>	Hospital-based
<input type="checkbox"/>	Other (Please Specify):	<input type="checkbox"/>	County-based
<input type="checkbox"/>		<input type="checkbox"/>	Municipality-based
<input type="checkbox"/>		<input type="checkbox"/>	Tribal
PRC Certification #	12327		
Medical Rescue Certification #		Other (Please Specify):	
# of Years in Operation	49		
EMS Calls		Local Receiving Hospital(s)	
Received By <i>(Mark One)</i>		Dispatched by <i>(Mark One)</i>	
Lea Regional Medical Center			
<input type="checkbox"/>	Basic 911	<input type="checkbox"/>	Ambulance Service
<input type="checkbox"/>	Enhanced 911	<input checked="" type="checkbox"/>	Central Dispatch
<input type="checkbox"/>	Local Phone	<input type="checkbox"/>	Fire Department
<input type="checkbox"/>		<input type="checkbox"/>	Law Enforcement
<input type="checkbox"/>		<input type="checkbox"/>	Location of Dispatch:

EMERGENCY MEDICAL SERVICES PERSONNEL					
LICENSED NUMBER OF PERSONNEL BY TRAINING LEVEL					
	Paid (Indicate Part Time/Full Time)	Volunteer*		Paid (Indicate Part Time/Full Time)	Volunteer*
EMS First Responder			Emergency Medical Dispatch Instructor		
EMT Basic	20 - Full time		Nurse		
EMT Intermediate	31 - Full time		Physician		
EMT Paramedic	16 - Full time		Driver		
Emergency Medical Dispatcher			Other	7 - Full time	
*Volunteer may include those paid by the run or other non-salary arrangement.					

LICENSED EMS PERSONNEL					
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. <i>(Use additional pages as necessary.)</i>					
Name	Licensure Level	License Number	License Expiration Date	EVOC Course Date	Paid/Volunteer
See Attached List					

Service Name:	Hobbs Municipal Ambulance Service
	(EMS Service)

This section is a Mandatory Survey please fill out appropriately
(Failure to fill out will result in an incomplete application) *(2nd yr. of 3)*

EMERGENCY MEDICAL SERVICES PERSONNEL NEEDS ASSESSMENT

Career and Paid Agencies			Volunteer Agencies*	
	Number of Actual Paid Staff	Additional Needed for Adequate or Optimal Staffing	Number of Volunteer staff	Additional Needed for Adequate Response and Staffing
Non - EMS Personnel (Drivers and/or CPR & First Aid only)	7			
Licensed EMS First Responder				
Licensed EMT Basic	20			
Licensed EMT Intermediate	31	2		
Licensed EMT Paramedic	16	4		
Total:	74	6		

This survey's goal is to determine the number of currently licensed caregivers who are active with an agency, and *especially* the number of additional licensed First Responders, EMT Basics, EMT – Intermediates, and Paramedics needed throughout the state. This information will help with the formulation of a plan to address this need.

- *Note:**
- **Volunteer organizations:** please list all volunteer staff, even if those volunteers receive a per – run or other non-salary reimbursement.
 - If your volunteer organization doesn't require a specific licensure level but needs additional licensed personnel, please select the lowest level of licensure that will meet your staffing needs. i.e don't list Paramedic when an EMT –Basic would suffice. Or, don't list First Responder if you really need EMTs.

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

1. Do you have a Vehicle Preventive Maintenance Program in place? Yes No
If "Yes", please attach a copy of your program.

2. Indicate the frequency of vehicle inspections: Daily Weekly Monthly Quarterly

3. Attach Annual Safety Inspection for all units. (PRC ONLY)

OPERATIONS PLAN

Please provide information on the Operations Plan for your service.

1. Do you have an Operations Plan? Yes No

2. Are operational and medical protocols included in the Operations Plan? Yes No

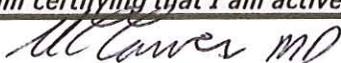
3. What was the effective date of your Operations Plan? 1/17/2017

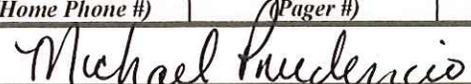
4. **Please provide a map of the coverage area for your service.**

Service Name:	Hobbs Municipal Ambulance Service (EMS Service)
---------------	--

QUALITY ASSURANCE REVIEW					
1. Do you have an internal quality assurance/improvement mechanism in place?				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If "Yes", please attach description.					
2. Indicate the dates of this year's quality assurance review activities.					
Reviews are conducted:	<input checked="" type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
DATES OF REVIEW					
DATE	DATE	DATE	DATE	DATE	
January 2018	May 2018	September 2018			
February 2018	June 2018	October 2018			
March 2018	July 2018	November 2018			
April 2018	August 2018	December 2018			

SERVICE DIRECTOR/CHIEF				
Name:	Manuel Gomez		Fire Chief	
	(Name)		(Title)	
Address:	301 E. White			
	(Street/Mailing)		(City)	(State) (Zip)
88260			575-3996221	mgomez@hobbsnm.org
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

SERVICE MEDICAL DIRECTOR				
Name:	Chad Carver		Medical Doctor	95-23
	(Name)		(Title)	(License #)
Address:	P.O. Box 1233		Lovington	NM 88260
	(Street/Mailing)		(City)	(State) (Zip)
			575-704-9373	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
<i>*In signing this application I am certifying that I am actively providing medical direction for this EMS Service.</i>				
*Signature:	 Jan 08, 2018			

SERVICE TRAINING COORDINATOR				
Name:	Michel Prudencio		EMS Coordinator	00021943 Paramedic
	(Name)		(Title)	(License #) (Level)
Address:	301 E. white		Hobbs	NM 88240
	(Street/Mailing)		(City)	(State) (Zip)
			505-449-8710	mprudencio@Hobbsnm.org
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

Service Name:	Hobbs Municipal Ambulance Service
	<i>(EMS Service)</i>

PERSON COMPLETING FORM				
Name:	Michael Prudencio		EMS Coordinator	
	<i>(Name)</i>		<i>(Title)</i>	
Address:	301 E. White		Hobbs	NM
	<i>(Street/Mailing)</i>		<i>(City)</i>	<i>(State)</i>
			505-449-8710	mprudencio@hobbsnm.org
<i>(Work Phone)</i>	<i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>
Signature:	<i>Michael Prudencio</i>			

The above was sworn and subscribed to before this Day of , 20



Notary Public

My Commission Expires

**** Notary is for the person completing form

NAME	LEVEL	Number	Expiration	EVOC	Paid
Able, John Hayden	EMT-P	09000353	3/31/2019	10/9/2017	X
Akin, Keith	EMT-P	00019696	3/31/2018	10/9/2017	X
Alarcon, Antonio	Training			10/10/2017	X
Armijo, Mark	EMT-I	03000490	3/31/2019	10/9/2017	X
Avila, Noa	EMT-I	09001584	3/31/2018	10/11/2017	X
Ayala, Marcus	EMT-B	17000718	3/31/2019	10/10/2017	X
Alderete, Beatrice	EMT-B	E3354724	3/31/2020	10/11/2017	X
Bilano, Jonathan	EMT-I	09000695	3/31/2019	10/9/2017	X
Brown, Maxey	EMT-P	02000889	3/31/2019	10/9/2017	X
Burt, Hunter	EMT-B	15000472	3/31/2018	10/10/2017	X
Carrillo, Jairo	EMT-I	15000378	3/31/2020	10/11/2017	X
Carter, Rebecca	EMT-I	14000275	3/31/2018	10/11/2017	X
Cervantes, Jessica	EMT-B	15000061	3/31/2019	10/9/2017	X
Clark Jr., Matthew	EMT-I	13000343	3/31/2018	10/11/2017	X
Cochran, Lloyd	EMT-B	17000220	3/31/2019	10/10/2017	X
Collins, Greg	EMT-B	00012616	3/31/2020	10/9/2017	X
Contreras, Juan	EMT-I	16000227	3/31/2020	10/11/2017	X
Contreras, Mario	EMT-B	17000741	3/31/2020	10/10/2017	X
Cox, Derek	EMT-P	12000874	3/31/2019	10/9/2017	X
Creed, Lonnie	EMT-I	14000568	3/31/2018	10/10/2017	X
Davis, Chris	EMT-I	00024628	3/31/2019	10/11/2017	X
Dawson, Casey	EMT-B	E3355291	3/31/2020	10/9/2017	X
Doporto, Mark	EMT-I	090001586	3/13/2019	10/11/2017	X
Downing, Leroy	EMT-P	00015721	3/31/2018	10/10/2017	X
Edwards, Cutter	Training			10/10/2017	X
Enriquez, Adrian	EMT-I	02000137	3/31/2018	10/10/2017	X
Garcia, Mark	EMT-I	09001525	3/13/2019	10/9/2017	X
Gomez, Manuel	Training			10/9/2017	X
Gonzales, Ralph	EMT-B	17000188	3/31/2019	10/9/2017	X
Grandi, Jonathan	EMT-I	07001689	3/31/2018	10/10/2017	X
Haines, Lee	EMT-P	07000183	3/31/2019	10/11/2017	X
Hanley, Justin	EMT-B	E3325018	3/31/2019	10/10/2017	X
Hawkins, Victor	Training			10/9/2017	X
Headley, Jordan	EMT-B	E3205127	3/31/2018	10/11/2017	X
Henry, Chris	EMT-P	04002027	3/31/2018	10/9/2017	X
Herrera, Ryan	EMT-I	09001587	3/31/2018	10/11/2017	X
Ingley, Tanner	EMT-B	18000002	3/31/2020	10/10/2017	X
Inman, Ryan	EMT-P	09001582	3/31/2019	10/9/2017	X
Ledezma, Kolean	EMT-B	16000171	3/31/2018	10/11/2017	X
Lerma, Victoria	EMT-I	10001099	3/31/2018	10/11/2017	X
Lizama, Latasha	Training			10/11/2017	X
Lopez, Juan	EMT-I	12000789	3/31/2017	10/10/2017	X
Lubowitz, Mike	EMT-B	17000213	3/31/2020	10/10/2017	X
Marinovich, Adam	EMT-I	14000133	3/31/2019	10/9/2017	X
Marquez, Ralph	EMT-I	07000810	3/31/2018	10/11/2017	X
Marshall, James	EMT-I	00016937	3/31/2019	10/9/2017	X
Meyers, Joseph	EMT-P	05000357	3/31/2019	10/10/2017	X
Miller, Trace	EMT-B	17000281	3/31/2019	10/10/2017	X
Moody, John	EMT-I	02000140	3/31/2018	10/11/2017	X
Moody, Whitney	EMT-I	13000148	3/31/2018	10/11/2017	X
Nash, Mike	EMT-I	00012936	3/31/2018	10/11/2017	X

Nash, Zach	EMT-P	08000555	3/31/2018	10/10/2017	X
Nelson, Michael	EMT-I	04001583	3/31/2019	10/9/2017	X
Prez, Celso	EMT-B	17000711	3/31/2020	10/9/2017	X
Prudencio, Michael	EMT-P	00021943	3/31/2019	10/10/2017	X
Purvis, Jarrod	EMT-P	14000608	3/31/2019	10/10/2017	X
Quintana, Gerardo	Training			10/11/2017	X
Ray, Mark	EMT-I	00023837	3/31/2019	10/11/2017	X
Rendon, Richard	EMT-I	11000513	3/31/2019	10/11/2017	X
Rice, Reagan	EMT-B	17000688	3/31/2020	10/9/2017	X
Roberts, Brandon	EMT-P	00016224	3/31/2019	10/9/2017	X
Santos, Justin	EMT-B	17000216	3/31/2019	10/9/2017	X
Schaefer, Zachary	EMT-B	15000266	3/31/2017	10/11/2017	X
Shearer, Kevin	EMT-I	07000184	3/31/2018	10/10/2017	X
Siddall, Shaun	EMT-I	00018183	3/31/2018	10/10/2017	X
Smith, Arlee	EMT-B	17000296	3/31/2019	10/10/2017	X
Stout, Robert	Training			10/10/2017	
Tafoya, Curtis	EMT-I	11000344	3/31/2019	10/9/2017	X
Trujillo, Mathew	EMT-I	11000432	3/31/2019	10/9/2017	X
Valverde, Carri	EMT-P	12000011	3/31/2018	10/11/2017	X
Vasquez, Joseph	EMT-I	05000120	3/31/2018	10/11/2017	X
Williams, Shawn	EMT-I	00020903	3/31/2018	10/11/2017	X
Winfield, Leslie	EMT-P	11000038	3/31/2019	10/9/2017	X
Young, Barry	EMT-P	03000952	3/31/2018	10/11/2017	X

Personnel have applied for state license, waiting on it to be issued

Hobbs Fire Department Emergency Response Units

7 ALS EMS Units

4 Fire Structure Attack Engines

4 Brush Trucks

65' Aerial Truck

100' Platform Truck

Tanker 8,000 gallon

2 Rescue Trucks

Hazardous Material Response Vehicle

Hazardous Material Decon Unit

Scene Command Unit

1 Battalion Chief Vehicle

Hobbs Fire Department Stations

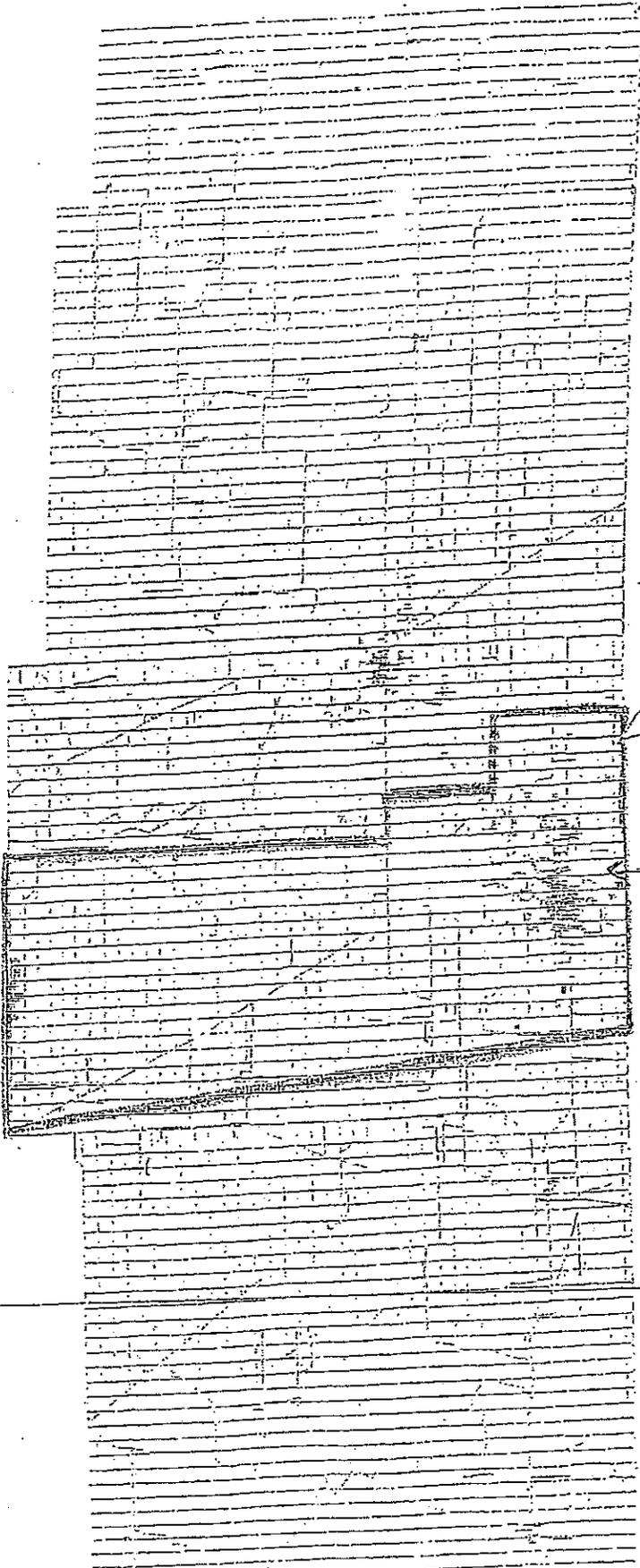
Hobbs Fire Department Station #3
N 32 44 29.9 W 103 09 29
1717 W. Joe Harvey
Hobbs, NM 88240

Hobbs Fire Department Station #4
N 32 76 93.8 W 103 18 51
3710 College Lane
Hobbs, NM 88240

Quality Assurance Program

The Hobbs Fire Department has contracted EMS Region 3 to initiate the QA/QI process for the department. The reports are reviewed on a daily basis by Region 3, and QA/QI notes are made to each individual when necessary. All providers receive a QA/QI note from Region 3, and the note is also sent to the EMS Coordinator of the department. The Medical Director for the department is copied into any QA note where there is a question of protocols and/or medication usage.

Follow up on these QA notes is completed by the EMS Coordinator at this time. Personnel are required to follow up on any QA note from Region 3 or the department. The Battalion Chief's from each shift are made aware of any issues with their personnel regarding EMS activities. The department holds a monthly QA/QI meeting with each shift to discuss any issues which were made apparent throughout the process. Training needs are identified throughout this whole process, and subsequent training sessions are held with each shift.



SEE DRAWING 1000000000

EAMS

Response

District

CITY OF HOUSTON

Hobbs Fire Department Vehicle Preventative Maintenance

The Hobbs Fire Department has a biweekly preventative maintenance program in place. Each apparatus goes through a thorough bumper to bumper inspection every two weeks. If a vehicle is in need of repair, it is sent to our city garage and the city mechanics make repairs which they are able. If the problem with the vehicle is beyond their knowledge, it will be sent to the closest dealership for repairs to be made. All maintenance logs are kept at city garage and also in our Capers program.

ANNUAL VEHICLE INSPECTION REPORT

MEDIC 1

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
41149627	1656
DATE 17 OCTOBER 2017	

MOTOR CARRIER OPERATOR Hobbs Fire Department.	INSPECTOR'S NAME (PRINT OR TYPE) Luis E. Ojeda.
ADDRESS 301 E. White St.	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Hobbs, NM, 88240	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 7GB6GUCLX91144568
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) AMBULANCE.	INSPECTION AGENCY/LOCATION (OPTIONAL) City of Hobbs Garage.

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFELADING				10. TIRES
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System				b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.	NA			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose				7. STEERING MECHANISM				11. WHEELS AND RIMS
✓			e. Brake Tubing					a. Lock or Side Ring			
NA			f. Low Pressure Warning Device	✓			a. Steering Wheel Free Play	✓			b. Wheels and Rims
NA			g. Tractor Protection Valve				b. Steering Column	✓			c. Fasteners
NA			h. Air Compressor	NA			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			d. Welds
NA			i. Electric Brakes				d. Steering Gear Box				12. WINDSHIELD GLAZING
✓			j. Hydraulic Brakes				e. Pitman Arm				
✓			k. Vacuum Systems	✓			f. Power Steering	✓			13. WINDSHIELD WIPERS
✓			l. Antilock Brake System	✓			g. Ball and Socket Joints				
NA			m. Automatic Brake Adjusters				h. Tie Rods and Drag Links				14. MOTORCOACH SEATS
NA			2. COUPLING DEVICES				i. Nuts				
NA			a. Fifth Wheels	✓			j. Steering System	✓			15. OTHER
NA			b. Pintle Hooks				8. SUSPENSION				
NA			c. Drawbar/Towbar Eye	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.				
NA			d. Drawbar/Towbar Tongue	✓			b. Spring Assembly				
NA			e. Safety Devices	✓			c. Torque, Radius or Tracking Components				
NA			f. Saddle-Mounts	✓			9. FRAME				
			3. EXHAUST SYSTEM				a. Frame Members				
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			b. Tire and Wheel Clearance				
✓			b. Bus exhaust system leaking or discharging in violation of standard.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)				
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓							
			4. FUEL SYSTEM								
✓			a. Visible leak.	✓							
✓			b. Fuel tank filler cap missing.	✓							
✓			c. Fuel tank securely attached.	✓							
			5. LIGHTING DEVICES								
✓			All lighting devices and reflectors required by Part 393 shall be operable.	NA							

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY. REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

MEDIC 7

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
47087182	1465
DATE 16 October 2017	

MOTOR CARRIER OPERATOR <i>Hobbs Fire Dept.</i>	INSPECTOR'S NAME (PRINT OR TYPE) <i>Luiz E. Ojeda</i>
ADDRESS <i>301 E. White St</i>	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE <i>Hobbs, N.M. 88240</i>	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER <i>1G2AG5C71D1257438</i>
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) <i>Ambulance</i>	INSPECTION AGENCY/LOCATION (OPTIONAL) <i>City of Hobbs Garage</i>

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM					
1. BRAKE SYSTEM																
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.					
✓			b. Parking Brake System				b. Protection against shifting cargo.	✓			b. All other tires.					
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.				c. Installation of speed-restricted tires unless specifically designated by motor carrier.					
✓			d. Brake Hose				7. STEERING MECHANISM									
✓			e. Brake Tubing				a. Steering Wheel Free Play				11. WHEELS AND RIMS					
		<i>A / a</i>	f. Low Pressure Warning Device	✓			b. Steering Column				a. Lock or Side Ring					
		<i>A / a</i>	g. Tractor Protection Valve				c. Front Axle Beam and All Steering Components Other Than Steering Column				b. Wheels and Rims					
		<i>A / a</i>	h. Air Compressor				d. Steering Gear Box				c. Fasteners					
		<i>A / a</i>	i. Electric Brakes				e. Pitman Arm				d. Welds					
		<i>A / a</i>	j. Hydraulic Brakes				f. Power Steering				12. WINDSHIELD GLAZING					
		<i>A / a</i>	k. Vacuum Systems				g. Ball and Socket Joints				Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).					
		<i>A / a</i>	l. Antilock Brake System				h. Tie Rods and Drag Links									
		<i>A / a</i>	m. Automatic Brake Adjusters				i. Nuts				13. WINDSHIELD WIPERS					
2. COUPLING DEVICES																
		<i>A / a</i>	a. Fifth Wheels	✓			j. Steering System				Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.					
		<i>A / a</i>	b. Pintle Hooks				8. SUSPENSION									
		<i>A / a</i>	c. Drawbar/Towbar Eye	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.				Any passenger seat that is not securely fastened to the vehicle structure.					
		<i>A / a</i>	d. Drawbar/Towbar Tongue	✓			b. Spring Assembly									
		<i>A / a</i>	e. Safety Devices	✓			c. Torque, Radius or Tracking Components				15. OTHER					
		<i>A / a</i>	f. Saddle-Mounts	✓			List any other condition(s) which may prevent safe operation of this vehicle.									
3. EXHAUST SYSTEM																
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓												
✓			b. Bus exhaust system leaking or discharging in violation of standard.													
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓												
4. FUEL SYSTEM																
✓			a. Visible leak.	✓												
✓			b. Fuel tank filler cap missing.													
✓			c. Fuel tank securely attached.	✓												
5. LIGHTING DEVICES																
✓			All lighting devices and reflectors required by Part 393 shall be operable.													
6. SAFE LOADING																
9. FRAME																
				✓			a. Frame Members									
				✓			b. Tire and Wheel Clearance									
				✓			c. Adjustable Axle Assemblies (Sliding Subframes)									

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

Medic 6

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
41149697	1464
DATE 27 October 2017	

MOTOR CARRIER OPERATOR Hobbs Fire Dept.	INSPECTOR'S NAME (PRINT OR TYPE) Lois E. Ojeda
ADDRESS 301 E. White St.	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Hobbs NM, 88240	VEHICLE IDENTIFICATION <input checked="" type="checkbox"/> AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 1GB6G5CL4D1157737
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) Ambulance.	INSPECTION AGENCY/LOCATION (OPTIONAL)

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFELOADING				10. TIRES
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors				c. Container securement devices on intermodal equipment.	NA			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose								
✓			e. Brake Tubing								
NA			f. Low Pressure Warning Device	✓							
NA			g. Tractor Protection Valve								
NA			h. Air Compressor	NA							
NA			i. Electric Brakes								
✓			j. Hydraulic Brakes								
✓			k. Vacuum Systems								
✓			l. Antilock Brake System	✓							
NA			m. Automatic Brake Adjusters								
			2. COUPLING DEVICES				7. STEERING MECHANISM				11. WHEELS AND RIMS
NA			a. Fifth Wheels	✓			a. Steering Wheel Free Play	✓			a. Lock or Side Ring
NA			b. Pintle Hooks				b. Steering Column	✓			b. Wheels and Rims
NA			c. Drawbar/Towbar Eye	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			c. Fasteners
NA			d. Drawbar/Towbar Tongue	✓			d. Steering Gear Box	✓			d. Welds
NA			e. Safety Devices	✓			e. Pitman Arm				
NA			f. Saddle-Mounts	✓			f. Power Steering				
			3. EXHAUST SYSTEM				8. SUSPENSION				12. WINDSHIELD GLAZING
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	✓			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
✓			b. Bus exhaust system leaking or discharging in violation of standard.				b. Spring Assembly				
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			c. Torque, Radius or Tracking Components				
			4. FUEL SYSTEM				9. FRAME				13. WINDSHIELD WIPERS
✓			a. Visible leak.	✓			a. Frame Members	✓			Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
✓			b. Fuel tank filler cap missing.	✓			b. Tire and Wheel Clearance				
✓			c. Fuel tank securely attached.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)				
			5. LIGHTING DEVICES								14. MOTORCOACH SEATS
✓			All lighting devices and reflectors required by Part 393 shall be operable.	NA							Any passenger seat that is not securely fastened to the vehicle structure.
											15. OTHER
											List any other condition(s) which may prevent safe operation of this vehicle.

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY. REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

MEDIC 5.

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
41149587	7557
DATE 26 October 2017	

MOTOR CARRIER OPERATOR Hobbs Fire Dept.	INSPECTOR'S NAME (PRINT OR TYPE) Luis E. Ojeda.
ADDRESS 301 E. White St.	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Hobbs NM, 88240	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 19B6G5CL6E7141722
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) Ambulance.	INSPECTION AGENCY/LOCATION (OPTIONAL) City of Hobbs Garage

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFELOADING				10. TIRES
✓			a. Service Brakes	✓			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.	NA			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose	✓							
✓			e. Brake Tubing	✓							
NA			f. Low Pressure Warning Device	✓							
NA			g. Tractor Protection Valve	NA							
NA			h. Air Compressor								
NA			i. Electric Brakes								
✓			j. Hydraulic Brakes								
✓			k. Vacuum Systems								
✓			l. Antilock Brake System								
NA			m. Automatic Brake Adjusters								
			2. COUPLING DEVICES				7. STEERING MECHANISM				11. WHEELS AND RIMS
NA			a. Fifth Wheels	✓			a. Steering Wheel Free Play	✓			a. Lock or Side Ring
NA			b. Pintle Hooks	✓			b. Steering Column	✓			b. Wheels and Rims
NA			c. Drawbar/Towbar Eye	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			c. Fasteners
NA			d. Drawbar/Towbar Tongue	✓			d. Steering Gear Box	✓			d. Welds
NA			e. Safety Devices	✓			e. Pitman Arm				
NA			f. Saddle-Mounts	✓			f. Power Steering				
			3. EXHAUST SYSTEM				8. SUSPENSION				12. WINDSHIELD GLAZING
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	✓			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
✓			b. Bus exhaust system leaking or discharging in violation of standard.	✓			b. Spring Assembly				
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			c. Torque, Radius or Tracking Components				
			4. FUEL SYSTEM				9. FRAME				13. WINDSHIELD WIPERS
✓			a. Visible leak.	✓			a. Frame Members	✓		10/26/17	Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
✓			b. Fuel tank filler cap missing.	✓			b. Tire and Wheel Clearance				
✓			c. Fuel tank securely attached.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)				
			5. LIGHTING DEVICES								14. MOTORCOACH SEATS
✓			All lighting devices and reflectors required by Part 393 shall be operable.	NA				✓			Any passenger seat that is not securely fastened to the vehicle structure.
											15. OTHER
											List any other condition(s) which may prevent safe operation of this vehicle.

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
41087170	1558
DATE 31 October 2017	

Medic 4

MOTOR CARRIER OPERATOR Hobbs Fire Dept.	INSPECTOR'S NAME (PRINT OR TYPE) Luis E. Neda
ADDRESS 301 E. White St	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Hobbs NM, 88240	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 1GBGG5C13E1141000
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) Ambulance	INSPECTION AGENCY/LOCATION (OPTIONAL) City of Hobbs - Garage

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFELOADING				10. TIRES
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors				c. Container securement devices on intermodal equipment.	NA			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose								
✓			e. Brake Tubing								
NA			f. Low Pressure Warning Device	✓							
NA			g. Tractor Protection Valve								
NA			h. Air Compressor	NA							
NA			i. Electric Brakes								
✓			j. Hydraulic Brakes								
✓			k. Vacuum Systems	✓							
✓			l. Antilock Brake System	✓							
NA			m. Automatic Brake Adjusters								
			2. COUPLING DEVICES				7. STEERING MECHANISM				11. WHEELS AND RIMS
NA			a. Fifth Wheels	✓			a. Steering Wheel Free Play	✓			a. Lock or Side Ring
NA			b. Pintle Hooks				b. Steering Column	✓			b. Wheels and Rims
NA			c. Drawbar/Towbar Eye	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			c. Fasteners
NA			d. Drawbar/Towbar Tongue	✓			d. Steering Gear Box	✓			d. Welds
NA			e. Safety Devices	✓			e. Pitman Arm	✓			
NA			f. Saddle-Mounts	✓			f. Power Steering	✓			
			3. EXHAUST SYSTEM				8. SUSPENSION				12. WINDSHIELD GLAZING
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	✓			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
✓			b. Bus exhaust system leaking or discharging in violation of standard.	✓			b. Spring Assembly				
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			c. Torque, Radius or Tracking Components				
			4. FUEL SYSTEM				9. FRAME				13. WINDSHIELD WIPERS
✓			a. Visible leak.	✓			a. Frame Members				Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
✓			b. Fuel tank filler cap missing.	✓			b. Tire and Wheel Clearance				
✓			c. Fuel tank securely attached.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)				
			5. LIGHTING DEVICES								14. MOTORCOACH SEATS
✓			All lighting devices and reflectors required by Part 393 shall be operable.	NA							Any passenger seat that is not securely fastened to the vehicle structure.
											15. OTHER
											List any other condition(s) which may prevent safe operation of this vehicle.

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY. REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

Medic 3

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
41149565	
DATE 30 October 2017	

MOTOR CARRIER OPERATOR Hobbs Fire Dept.	INSPECTOR'S NAME (PRINT OR TYPE) Luis E. Ojeda -
ADDRESS 301 E. White st.	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Hobbs, NM, 88240	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 7GB6GUC19G1145386
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) Ambulance.	INSPECTION AGENCY/LOCATION (OPTIONAL) City of Hobbs Garage.

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				10. TIRES
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors				c. Container securement devices on intermodal equipment.	NA			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose								
✓			e. Brake Tubing	✓							
NA			f. Low Pressure Warning Device								
NA			g. Tractor Protection Valve	NA							11. WHEELS AND RIMS
NA			h. Air Compressor					✓			a. Lock or Side Ring
NA			i. Electric Brakes					✓			b. Wheels and Rims
✓			j. Hydraulic Brakes					✓			c. Fasteners
✓			k. Vacuum Systems	✓			7. STEERING MECHANISM	✓			d. Welds
✓			l. Antilock Brake System	✓			a. Steering Wheel Free Play				12. WINDSHIELD GLAZING
NA			m. Automatic Brake Adjusters	✓			b. Steering Column	✓			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
			2. COUPLING DEVICES				c. Front Axle Beam and All Steering Components Other Than Steering Column				
NA			a. Fifth Wheels	✓			d. Steering Gear Box				13. WINDSHIELD WIPERS
NA			b. Pintle Hooks	✓			e. Pitman Arm	✓			Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
NA			c. Drawbar/Towbar Eye	✓			f. Power Steering				
NA			d. Drawbar/Towbar Tongue	✓			g. Ball and Socket Joints				14. MOTORCOACH SEATS
NA			e. Safety Devices	✓			h. Tie Rods and Drag Links	✓			Any passenger seat that is not securely fastened to the vehicle structure.
NA			f. Saddle-Mounts	✓			i. Nuts				
			3. EXHAUST SYSTEM	✓			j. Steering System				15. OTHER
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓				✓			List any other condition(s) which may prevent safe operation of this vehicle.
✓			b. Bus exhaust system leaking or discharging in violation of standard.				8. SUSPENSION				
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.				
			4. FUEL SYSTEM	✓			b. Spring Assembly				
✓			a. Visible leak.	✓			c. Torque, Radius or Tracking Components				
✓			b. Fuel tank filler cap missing.	✓			9. FRAME				
✓			c. Fuel tank securely attached.	✓			a. Frame Members				
			5. LIGHTING DEVICES	NA			b. Tire and Wheel Clearance				
✓			All lighting devices and reflectors required by Part 393 shall be operable.				c. Adjustable Axle Assemblies (Sliding Subframes)				

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

MEDIC 2

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
47749695	1657
DATE 10/23/17	

MOTOR CARRIER OPERATOR <i>Hobbs Fire Dept.</i>	INSPECTOR'S NAME (PRINT OR TYPE) <i>Luís E. Oseda</i>
ADDRESS	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE <i>Hobbs, NM, 88240</i>	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER <i>1GB6GUC17G1140896</i>
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input checked="" type="checkbox"/> (OTHER) <i>Ambulance</i>	INSPECTION AGENCY/LOCATION (OPTIONAL) <i>City of Hobbs Garage</i>

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM		
			1. BRAKE SYSTEM				6. SAFE LOADING				10. TIRES		
✓			a. Service Brakes				a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓		10/23/17	a. Tires on any steering axle of a power unit.		
✓			b. Parking Brake System				b. Protection against shifting cargo.			4.0	b. All other tires.		
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.	✓			c. Installation of speed-restricted tires unless specifically designated by motor carrier.		
✓			d. Brake Hose							11. WHEELS AND RIMS			
✓			e. Brake Tubing							a. Lock or Side Ring			
n/a			f. Low Pressure Warning Device	✓						b. Wheels and Rims			
n/a			g. Tractor Protection Valve							c. Fasteners			
n/a			h. Air Compressor	n/a						d. Welds			
n/a			i. Electric Brakes							12. WINDSHIELD GLAZING			
✓			j. Hydraulic Brakes							Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).			
✓			k. Vacuum Systems	✓						13. WINDSHIELD WIPERS			
✓			l. Antilock Brake System	✓						Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.			
n/a			m. Automatic Brake Adjusters	✓						14. MOTORCOACH SEATS			
			2. COUPLING DEVICES				7. STEERING MECHANISM				Any passenger seat that is not securely fastened to the vehicle structure.		
n/a			a. Fifth Wheels	✓			a. Steering Wheel Free Play				15. OTHER		
n/a			b. Pintle Hooks				b. Steering Column				List any other condition(s) which may prevent safe operation of this vehicle.		
n/a			c. Drawbar/Towbar Eye	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓					
n/a			d. Drawbar/Towbar Tongue	✓			d. Steering Gear Box						
n/a			e. Safety Devices	✓			e. Pitman Arm						
n/a			f. Saddle-Mounts	✓			f. Power Steering						
			3. EXHAUST SYSTEM				8. SUSPENSION						
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.						
✓			b. Bus exhaust system leaking or discharging in violation of standard.	✓			b. Spring Assembly						
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			c. Torque, Radius or Tracking Components	✓					
			4. FUEL SYSTEM				9. FRAME						
✓			a. Visible leak.	✓			a. Frame Members						
✓			b. Fuel tank filler cap missing.	✓			b. Tire and Wheel Clearance						
✓			c. Fuel tank securely attached.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)						
			5. LIGHTING DEVICES										
✓			All lighting devices and reflectors required by Part 393 shall be operable.	n/a									

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY. REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: Assistance to Firefighters Grant (AFG)

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 9, 2018
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

The Assistance to Firefighters Grant (AFG) was created to enhance the safety of the public and firefighters with respect to fire and related hazards by providing critically needed resources to equip and train personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. The objective of AFG is to enhance a fire department's ability to protect the health and safety of the public, as well as that of first responder personnel. The Hobbs Fire Department will utilize this opportunity to apply for funding for the purchase of an air trailer, which would be utilized as a means to fill SCBA bottles during emergency and training operations.

Fiscal Impact:

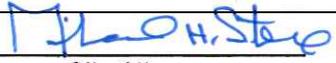
Reviewed By: 
Finance Department

The total cost of the air trailer is approximately \$132,000. The grant will cover 90% of this cost or \$118,800, with the City responsible for the other 10% or approximately \$13,200. Cost share requirements are based on the population of the community the department serves. Any community with more than 20,000 residents, but less than 1,000,000 must agree to provide 10% of the funds requested in the grant.

Attachments:

1. Resolution
2. AFG grant information
3. Air Trailer Quote

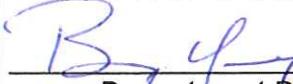
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of resolution and to proceed with the application for the Assistance to Firefighters Grant (AFG).

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. 6619

A RESOLUTION APPROVING THE SUBMISSION OF
THE ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the Assistance to Firefighters Grant: and

WHEREAS, the grant was created to enhance the safety of the public and firefighters with respect to fire and related hazards by providing critically needed resources to equip and train personnel; and

WHEREAS, funding will be utilized to apply for funding for the purchase of an air trailer which would be utilized as a means to fill SCBA bottles during emergency and training operations; and

WHEREAS, the approximate cost of the air trailer is 132,000.00 and the grant will cover 90% of the cost or approximately \$118,800.00 with the City responsible for the remainder of the cost.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs this resolution approving the grant application for the Assistance to Firefighters Grant

PASSED, APPROVED AND ADOPTED this 16th day of January, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2017 Assistance to Firefighters Grants**

NOTE: Eligible recipients who plan to apply for this funding opportunity, but who have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), should take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after the submission of a SAM registration before the registration becomes active in SAM, then an additional 24 hours for [Grants.gov](http://www.grants.gov) to recognize the information. Information on obtaining a DUNS number and registering in SAM is available from [Grants.gov](http://www.grants.gov) at <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in Section D of this Notice of Funding Opportunity (NOFO), subsection, Content and Form of Application Submission.

A. Program Description

Issued By

US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number
97.044

CFDA Title

Assistance to Firefighters Grants (AFG)

Notice of Funding Opportunity Title

FY 2017 Assistance to Firefighters Grants

Notice of Funding Opportunity Number

DHS-17-GPD-044-00-99

Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2017 (Pub. L. No. 115-31)

Program Type

New

Program Overview, Objectives, and Priorities

Program Overview

FEMA GPD is responsible for the implementation and administration of the Assistance to Firefighters Grant (AFG) Program. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The program provides direct financial assistance to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTA). The funds provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Program Objectives

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP).
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards.
- The extent of an applicant's need for an AFG grant and the need to protect the United States as a whole.

For additional information on program priorities and objectives for the FY 2017 AFG, refer to Appendix B, FY 2017 AFG Programmatic Information and Priorities.

As specified in the *DHS Quadrennial Homeland Security Review*, the AFG Program supports the basic mission to:

- Strengthen National Preparedness and Resilience

The AFG Program also addresses the following "Core Capabilities" of the National Preparedness Goal:

- Fire Management and Suppression
- Environmental Response/Health and Safety
- Threats and Hazards Identification
- Public Health, Healthcare, and Emergency Medical Services
- Operational Coordination
- Operational Communications
- Mass Search and Rescue Operations
- Community Resilience
- Long-term Vulnerability Reduction

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the NOFO: \$310,500,000¹

Projected number of Awards: 2,500

Period of Performance: Twelve months from the date of award. For additional information on period of performance extensions, refer to Section H. Additional Information and Appendix C: Award Administration Information, VIII. Payments and Amendments.

Projected Period of Performance Start Date(s): 03/01/2018

Projected Period of Performance End Date(s): 03/01/2019

Funding Instrument: Grant

C. Eligibility Information

Eligible Applicants

Fire Departments: Fire departments operating in any of the 56 states, which include any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, territory, local, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 56 states including the continental United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico; or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department.

FEMA considers the following as hospitals under the AFG Program:

- Clinics

¹ Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2017*, Pub. L. No. 115-31. In this FY 2017 AFG NOFO, percentages of "available grant funds" refers to the total amount appropriated—\$345,000,000—by Pub. L. No. 115-31 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended. A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period \$34,500,000 will be allocated to FP&S for FY 2017.

- Medical centers
- Medical college or university
- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

State Fire Training Academies: A State Fire Training Academy (SFTA) operates in any of the 56 states, which includes any state of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico. Applicants must be designated either by legislation or by a Governor's declaration as the sole state fire service training agency within a state. The designated SFTA shall be the only State agency/bureau/division, or entity within that State.

Eligible Activities

AFG has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities.

Other Eligibility Criteria

National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a twelve-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.338, unless they have yet to develop the capacity to report to NFIRS, as described above.

There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: While data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System (NFORS)) does not satisfy the requirement for reporting to NFIRS).

National Incident Management System (NIMS) Implementation

AFG applicants are not required to be in compliance with the NIMS to apply for AFG funding or to receive an AFG award. Any applicant who receives an FY 2017 AFG award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort

An applicant seeking an AFG grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two preceding fiscal years to the year this grant is awarded.

Cost Share or Match

Recipient cost sharing is generally required as described below.

In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 10 percent of the grant awarded;
- When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to provide non-federal funds in an amount equal to and not less than 15 percent of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state.

The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, Section J, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at:
<https://www.fema.gov/media-library/assets/documents/153366>

Types of Cost Share

- i. Cash (Hard Match): Cost share of non-federal cash is the only allowable recipient contribution for AFG activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. Trade-In Allowance/Credit: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash, to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. In order for FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. In-kind (Soft Match): In-kind cost share is not allowable for AFG.
- iv. Overmatch: In the application narrative, an organization may indicate a voluntary pledge to commit additional financial support toward a project(s) cost, which is in addition to their required cost share obligation as detailed in the NOFO and required by law. FEMA will not account for this promised additional funding in the terms of the award.
- v. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see [Appendix C: Award Administration Information](#) for additional information.

D. Application and Submission Information

Key Dates and Times

Event	Suggested Deadline for Completion
Date posted to Grants.gov	12/19/2017 at 8:00 AM ET
Application Start Date:	12/26/2017 at 8:00 AM ET
Application Submission Deadline Date:	02/02/2018 at 5:00 PM ET
Anticipated Program Office Review Dates:	02/02/2018 – 03/09/2018
Anticipated Funding Selection Date:	3/19/2018
Anticipated Award Date	04/06/2018
Application Submission Extension	TBD

In general, FEMA will not review applications received after the deadline or consider them for funding. FEMA may, however, extend the application deadline on request for

any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. Applicants experiencing technical issues should notify the FEMA Help Desk as soon as possible. The AFG Help Desk can be reached at 1-866-274-0960 or by e-mail: firegrants@dhs.gov.

Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Eight weeks before actual submission deadline
Updating SAM registration	Four weeks before actual submission deadline
Submitting complete application in eGrants	One week before actual submission deadline

Address to Request Application Package

The AFG eGrants system is only accessible through the AFG application portal at <https://portal.fema.gov>. There are several ways to get AFG application information:

- AFG website (<http://www.fema.gov/firegrants>)
- Grants.gov (<http://www.grants.gov>)
- US Fire Administration: (<https://www.usfa.fema.gov>)

Note: Hard copies of the application are not available.

In addition, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

Application tutorials and Frequently Asked Questions (FAQs) assist with the online grant application, and highlight lessons learned, to include changes, for FY 2017. For more details, please visit the AFG website at <http://www.fema.gov/rules-tools>.

Technological Note: The application system and related websites may have issues with any other browser other than Internet Explorer (IE 6 or higher). The eGrants system is compatible up to Internet Explorer 11, which should be used if available to the applicant. Do not have multiple browser tabs open when entering information, even when using Internet Explorer. There are several known problems entering application information using non-IE browsers or having multiple browsers open, including but not limited to:

- System failure to recognize correct information.
- System failure to capture and retain correct information.
- System functions like “cut and paste” being disabled.

The eGrants system will allow an authorized representative to log in and create a user name and password. This user name and password is specific to the authorized user and

must not be shared with other personnel. If the applicant has submitted other Assistance to Firefighters Grants Program application (AFG, Staffing for Adequate Fire and Emergency Response (SAFER), Fire Prevention and Safety (FP&S), and/or Station Construction Grant (SCG)) in a previous grant cycle, they must continue to use the same username, password, and DUNS number for any FY 2017 application(s).

If the applicant has forgotten the password or primary point of contact has changed, please visit <http://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions> for instructions on how to update and correct the organization's information.

Prior to final submission, an online application may be saved, retrieved, or edited, up to the application deadline.

Content and Form of Application Submission

DHS makes all funding opportunities available through the common electronic storefront Grants.gov, accessible on the Internet at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

Required Forms and Registrations

All required forms have been incorporated into the online application submission.

Application Submission Receipt

Once the application is submitted and received, the primary point of contact listed in the application will be electronically messaged within the eGrants system.

Unique Entity Identifier and System for Award Management (SAM)

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS Grant, applicants must have a Data Universal Number System, or DUNS number, and must be registered in SAM.

Instructions for obtaining a DUNS number can be found at the following Website: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

System for Award Management (SAM)

Applicant registration in SAM is free. All applicants must register in order to apply online. Step-by-step instructions for registering with SAM can be found here: <http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>. Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.GOV account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period, and renewed annually to avoid being "INACTIVE."

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

FEMA will not make an award to an entity until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information. If the applicant is noncompliant with this requirement at the time of award offer, then FEMA will determine the applicant is not qualified to receive an award.

IMPORTANT: The SAM registration process must be completed by the applicant. It is imperative that the information provided by the applicant is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. The organization's name on the SF 1199A Direct Deposit Form must be entered as it appears in SAM. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

How to Get a Commercial and Government Entity (CAGE) Code

To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants may view the CAGE code online by logging in to the SAM account.

Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the State's process under Executive Order 12372 (see <http://www.fws.gov/policy/library/rgeo12372.pdf>).

Names and addresses of the SPOCs are maintained at the Office of Management and

Budget's home page at http://www.whitehouse.gov/omb/grants_spoc to ensure currency.

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

Construction

Construction costs are *not eligible* under the AFG grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities costs described in Appendix A Funding Priorities, are not considered construction costs and may be eligible.

Pre-award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. However, costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must submit a written request to FEMA to incur such pre-award costs by providing notification (containing the application number and a justification narrative) to FEMA via email to the AFG Help Desk at FireGrants@fema.dhs.gov. The notification to FEMA should be concurrent with their acquisition activity, and must be submitted within the eligible timeframe and noted above.
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- Fees for grant writers are considered an exception and may be included as a pre-award expenditure.

Award Limits

Fire Departments and Nonaffiliated EMS organizations

The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG award is limited to maximum amounts set by §

33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a one percent aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG funding a recipient is eligible to receive but no recipient may receive an award that exceeds one (1) percent of available grant funds in FY 2017, or \$3,450,000. FEMA may waive this aggregate cap of \$3,450,000 in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population served.

The following table explains the maximum funding that a recipient may receive in FY 2017:

Population of jurisdiction served by the recipient	Maximum award in FY 2017	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,00 people	No more than \$3,450,000	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3,450,000	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and is the recipient of a Regional award for \$1 million, they have met their cap and are no longer eligible for additional funds through the Operations & Safety or Vehicle activity.

Allocations and Restrictions of Available Grant Funds by Organization Type

- **Nonaffiliated EMS Organizations:** Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
- **Emergency Medical Services Providers:** Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
- **State Fire Training Academy:** Not more than 3 percent of available grant funds shall be collectively awarded to all State Fire Training Academy recipients. Further, not more than \$500,000 of available grant funds are eligible per applicant.

- **Vehicles:** Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10 percent of the total Vehicle funds for ambulances.
- **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$25,000) for eligible Operations and Safety activities does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project.

Management and Administration

Management and administrative expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

No more than 3 percent of the federal share of AFG funds awarded may be expended by the recipient for management and administration (M&A) for purposes associated with the AFG award.

Indirect (Facilities & Administrative {F&A}) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. Copies of the indirect cost rate agreements, along with the AFG application number, must be submitted electronically to FireGrants@fema.dhs.gov.

Indirect costs will be evaluated as part of the application for federal funds to determine if they are allowable, reasonable, or disproportionately impact an application's cost benefit.

Other Submission Requirements

Environmental and Historical Preservation (EHP)

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, and Executive Orders as applicable.

Recipients proposing projects that have the potential to impact the environment, including but not limited to modification or renovation of existing buildings, structures, and facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a screening form that includes a detailed project

description that explains the goals and objectives of the proposed project along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA may also be required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP Review.

Additionally, all recipients are required to comply with FEMA EHP Policy Guidance. EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

All modifications to Facility activities, and any renovation to facilities that would qualify as a modification to facilities supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling SCBA
- Air quality systems
- Fire/Smoke alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractors

If the recipient receives an award package from FEMA that contains an EHP comment in the “Negotiation Comments” section of the award package, the recipient MUST submit an EHP screening form to FEMA for review and approval prior to beginning any work that required the screening.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building

The AFG EHP Screening form and instructions are available at:
<https://www.fema.gov/media-library/assets/documents/90195>

Complete the AFG EHP Screening form and submit to the EHP Office at
GPDEHPInfo@fema.dhs.gov.

E. Application Review Information

Prior to making a federal award, the federal-awarding agency is required by 31 U.S.C. § 3321 and 41 U.S.C. § 2313, to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Therefore application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

Funding priorities and criteria for evaluating AFG applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

Review and Selection Process

AFG applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this notice.

Applications with the highest pre-score rankings are then scored competitively by (no less than three) members of the Peer Panel Review process. Applications will also be

evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity specific questions within the online application. Application Narratives are not reviewed during pre-score. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-score process will undergo a peer review process. A panel of peer reviewers is comprised of fire service representatives recommended by the national organizations from the CDP. These peer reviewers will assess each application's merits based on the narrative statement on the activity, including the evaluation elements listed in the "Narrative Evaluation Criteria" below.

Panelists will independently score each project within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, V. Restrictions on Use of Award Funds.

Narrative Evaluation Criteria

1. Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

2. Project Description and Budget (25%)

This statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission and national, state, and/or local requirements.

Applicants should link the proposed expenses to operations and safety, as well as the completion of the project goals.

3. Operations and Safety/Cost Benefit (25%)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. This statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

4. Statement of Effect/Impact on Daily Operations (25%)

This statement should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property.

Simplified Acquisition Threshold Requirements

If the anticipated federal award amount will be greater than the simplified acquisition threshold, currently \$150,000 (see 2 CFR §200.88):

- Prior to making a federal award with a total amount of federal share greater than the simplified acquisition threshold, DHS is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal

Awardee Performance and Integrity Information System (FAPIS)).

- An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal awarding agency previously entered within the designated integrity and performance system accessible through SAM.
- FEMA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, when making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205, "Federal Awarding Agency Review of Risk Posed by Applicants".

Turndown Notifications

All applicants who do not receive an FY 2017 AFG award will receive a decision notification from FEMA within the eGrants system.

The notification email will briefly describe those application factors that did not adequately align to the higher AFG Program priorities and consequently, why the application did not score high enough for further consideration. Due to the historical volume of applications and turndowns, a detailed debrief for each applicant will not be possible.

F. Federal Award Administration Information Notice of Award

Notice of Award

Once an award has been approved and recorded in the system, an award package is sent to the grant official authorized by the recipient. The award package and email notification will be made within the eGrants system. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should carefully read the award package for instructions on administering the grant, whether there has been an adjustment to the award, and to become familiar with the terms, conditions, and responsibilities of federal awards.

The offered award will remain on hold and be available (for a maximum of 30 days) until the recipient either accepts the award via the online AFG eGrants system or declines the award. Failure to accept the grant award within 30 days of an offer of award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Negotiation of Award

During the offer of an AFG award, the application request(s) may have been modified during the review process, or awarded activities may require EHP Review.

If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

Administrative and National Policy Requirements

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the Authorized Organizational Representative (AOR) should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program.

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Federal Financial Reporting Requirements

Federal Financial Reports (FFR)

Recipients of AFG grants are required to submit a Federal Financial Report (SF-425) on a semi-annual basis. The FFR is to be submitted using the online eGrants system based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- **No later than July 30** (for period January 1 – June 30)
- **No later than January 31** (for period July 1 – December 31)
- **Within 90 days** after the end of the Period of Performance

The Federal Financial Report Form (SF-425) and instructions are available at the following sites: [SF-425 OMB #4040-0014](#).

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit

an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at: <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-501.pdf>

Program Performance Reporting Requirements

The recipient is responsible for completing and submitting a programmatic Performance Report using the eGrants system. The programmatic Performance Report is due every six months after the grant's award date, and thereafter until the award is closed out.

Monitoring

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Recipients have the opportunity to participate in a Post Award Orientation (PAO), offered by the FEMA Regional Fire Program Specialist (FPS), to have their questions answered, receive technical assistance or review the terms and conditions of the grant. The PAO is optional.

Closeout

Within 90 days after the end of the period of performance, recipients must submit a final Federal Financial Report Form (SF-425) and a final performance report (within the closeout module in eGrants system) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at: <https://www.fema.gov/closeout-report-tutorial-introduction>.

After these reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final Federal Financial Report Form (SF-425).

The recipient is responsible for returning any federal funds that they have liquidated but

remain unobligated by the recipient.

G. DHS Awarding Agency Contact Information

Contact and Resource Information

AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into the eGrants system, answers questions concerning applicant eligibility and recipient responsibilities, and offers assistance in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

FEMA Regional Fire Program Specialists

Each FEMA region has specialists who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional Fire Program Specialist can be located on the AFG website at <https://www.fema.gov/fire-grant-contact-information>.

H. Additional Information

Extensions to the Grant Period of Performance

An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed.

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via the eGrants system, and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:

- Grant Program, fiscal year, and award number
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline
- Current status of the activity/activities
- Approved period of performance termination date and new project completion date
- Amount of funds drawn down to date
- Remaining available funds, both federal and non-federal
- Budget outlining how remaining federal and non-federal funds will be expended
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
- Certification that the activity/activities will be completed within the extended

period of performance without any modification to the original Statement of Work approved by FEMA

Requirements for Consideration

To be eligible for consideration, requests must be submitted via the eGrants system. Requests should be submitted no earlier than 120 days but no later than 60 days prior to the end of the award's period of performance.

- In accordance with FEMA policy, extensions are reviewed on a case-by-case basis and typically granted for no more than a six-month time period. Extension requests will be granted only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. This review period should be factored into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when not adjusting the timeline for liquidating obligations would constitute a verifiable legal breach of contract by the recipient with vendors or sub-recipients; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other exceptional circumstances warrant a discrete waiver.



2330 West University Drive
 Unit #10
 Tempe, AZ 85281

Quote

Date: 1/9/2018
 Quote #: QT1145346
 Expires: 2/8/2018
 Sales Rep: Arreola, Hugo A
 PO #:
 Shipping Method: FedEx Ground

Bill To
 HOBBS FIRE DEPARTMENT
 300 N. TURNER
 HOBBS NM 88240
 United States

Ship To
 HOBBS FIRE DEPARTMENT
 301 E. WHITE
 HOBBS NM 88240
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Scott Compressor	This is a HGA...		This is a HGAC-MES contract item Scott Compressor Liberty 2 air trailer w auto cascade, 20 HP, 230 Volt/60 Hz, electric/ball brakes tow hitch, Generator and Light tower, SCBA storage	1	126,286.00	126,286.00

Subtotal 126,286.00
Shipping Cost (FedEx Ground) 3,000.00
Total \$129,286.00

HGAC-MES contract EE08-17

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

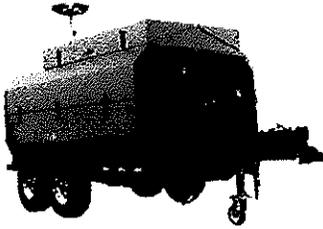
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1145346

Liberty II with Auto Cascade

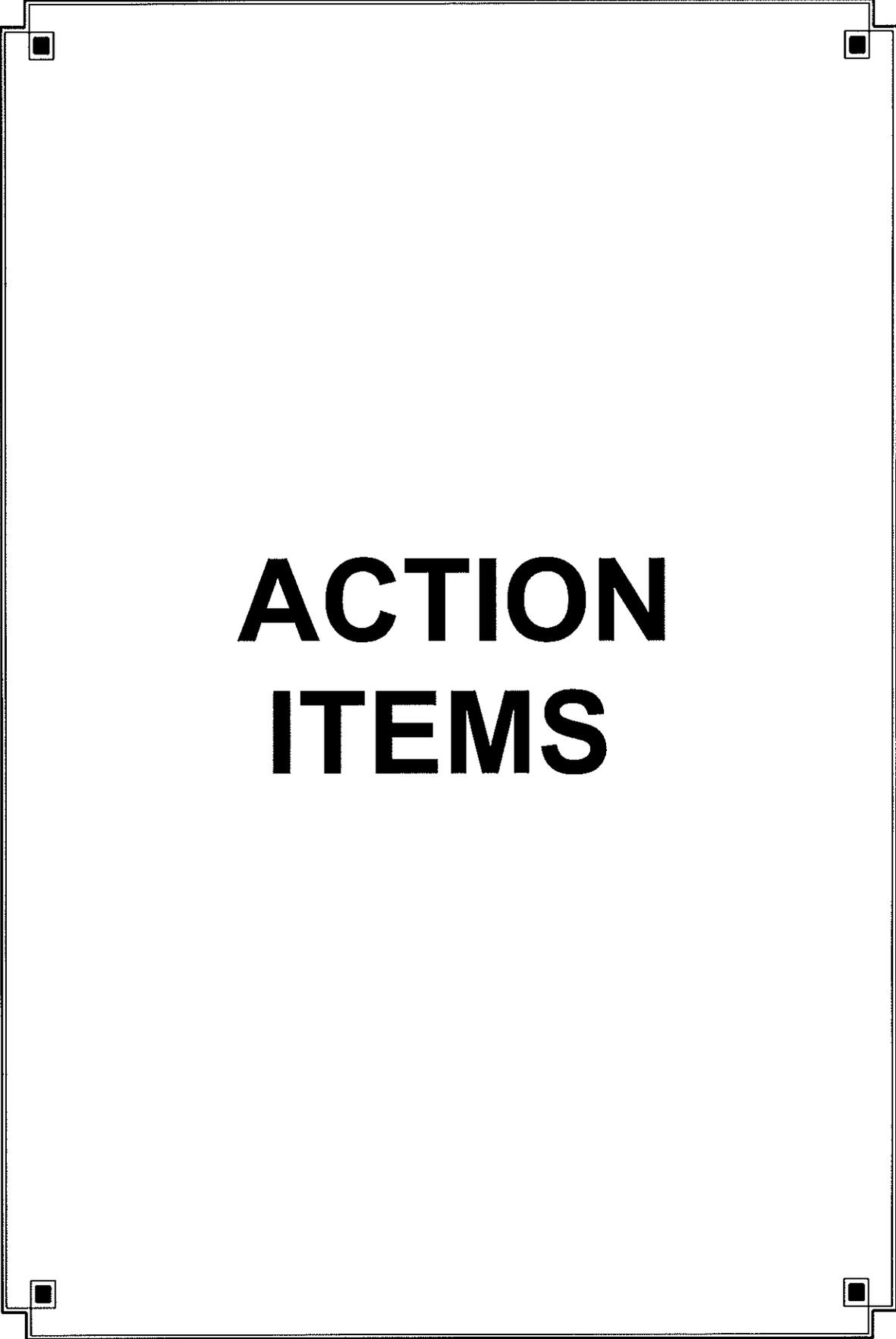
The easy-tow Liberty II breathing air system is a totally enclosed dual axle that is well suited for mobile applications. It comes with four ASME storage cylinders, Scott Safety Revolve Air charge station, Scott Safety X4 controller/monitor (monitors CO & Dew Point) for safety operation, and is capable of being towed by any vehicle rated for 7,000 GVW or more.



The lowest RPM in the market
Automatic drain system with muffler reservoir
Automatic low-oil shut down indicator
Stage gauges, emergency stop button, and time meter
Automatic high temperature shut down indicator
Automatic control and indicator panel
Meets NFPA, CRN and CSA (for 60 Hz systems) standards

<i>Model</i>	Liberty II with Auto Cascade
<i>Power</i>	20 HP/ 208 Volt/ 60 Hz
<i>Brake / Hitch / Tire</i>	Electric / Ball / No Spare
<i>Tower</i>	Light / Generator
<i>Weather</i>	Yes
<i>Color</i>	Red
<i>Reel</i>	None
<i>Storage</i>	No
<i>Language</i>	English
<i>Conn / Cal / Scuba</i>	CGA / with Calibration / None

This price configurator is a guide to Scott's breathing air systems product part numbers. Not all part numbers configured with this chart can be manufactured. Please confirm part numbers with Scott's Customer Service Department, a Scott Regional Manager, or your local Scott Authorized Distributor of breathing air systems.



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: RFP 483-17; City of Hobbs Potable Water SCADA and Communication System Replacement Project.
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: January 5, 2018
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

RFP 483-17 is a request for proposals to provide materials, labor, programming, and all associated engineering services for the Potable Water SCADA and Communication System Replacement Project. RFP 483-17 advertised May 21, 2017 with four (4) qualified proposals having been received on the closing date of June 22, 2017. An evaluation committee consisting of City staff and members of the Utilities Advisory Board reviewed and ranked the proposals based on the RFP criteria. The submitting engineering firms and order of ranking are:

- 1) Alpha Southwest, Inc., Albuquerque, NM
- 2) Wunderlich-Malek Systems, Inc., Albuquerque, NM
- 3) Garney Companies, Inc., Kansas City, MO
- 4) Prime Controls, Lewisville, TX

A formal interview was held with the highest ranked Proposer, Alpha Southwest, Inc. of Albuquerque, NM, on August 28, 2017. The top proposer was provided 45 minutes to present and discuss their respective qualifications and capabilities to provide the services required of the Project. The evaluation team concluded that Alpha Southwest, Inc. was the best qualified firm for the project and should therefore be recommended to be awarded a contract complete the project.

A phase 1 project agreement has been successfully negotiated with Alpha Southwest, Inc., with a complete Scope of Work developed and a not-to-exceed cost proposal to provide materials, labor, programming, and associated engineering services for the Potable Water SCADA and Communication System Replacement Project at the City of Hobbs. The Scope of Work consists of eighteen (18) deliverable tasks, with individual schedules for completion.

Fiscal Impact: \$1,800,000.00

Reviewed By: _____

Finance Department

\$1,800,000.00 is the not-to-exceed amount, including NMGRT@ 6.8125%, for completion of phase 1 of this project and includes materials, labor, programming, and associated engineering services as described more fully in Exhibit A of the Agreement (attached). Funds are allocated for this project in the FY 2018 budget in Fund 614061-44901-00249.

Attachments:

RFP 483-17; Proposal Ranking Summary;

Contract Agreement for Professional Services between the City of Hobbs and Alpha Southwest, Inc., with attachments.

Legal Review:

Approved As To Form: Michael H. Stee
City Attorney

Recommendation:

The RFP evaluation team recommends that the City Commission award RFP 483-17 to the engineering firm of Alpha Southwest, Inc. and authorize the Mayor to execute a phase 1 Contract Agreement to provide materials, labor, programming, and associated engineering services for the Potable Water SCADA and Communication System Replacement Project at the City of Hobbs.

Approved For Submittal By:

Kevin Woomey

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. _____

CONTRACT AGREEMENT

THIS AGREEMENT is made this 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 **ALPHA SOUTHWEST INC.** a New Mexico corporation (hereinafter referred to as "Contractor").

In consideration of the mutual covenants and promises contained herein, The City and Contractor (hereinafter collectively referred to as "Parties"), mutually agree as follows:

1. DESCRIPTION OF PROJECT WORK

The scope of work and services to be performed under this Agreement are as follows:

CONTRACTOR shall furnish the material work and services as described by the Contractor's proposal (hereinafter referred to as "Proposal") which is attached to and made a part of this Agreement as Exhibit "A" - Scope of Work, Services, and Supply for the Potable Water SCADA and Communication System Replacement Project, City of Hobbs, NM.

2. TERM

The Agreement term will commence upon execution and expire one year from the date of this Agreement, unless the Proposal includes a project schedule that extends beyond one year, the Agreement term is amended, or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

CITY agrees to pay CONTRACTOR for the Project Work that is actually performed in accordance with this Agreement. To be eligible for payment, Contractor invoices must be submitted not more often than monthly to the City and shall be accompanied by a Payment Application listing the schedule of values for the progress of work performed.

In no event will the City's obligation to pay the Contractor under this Agreement exceed \$1,800,000.00, including applicable NMGRT, unless this Agreement is first modified in accordance with its terms and agreed in writing by all parties.

4. TIME OF COMPLETION

Contractor must commence performance of the Project Work upon receipt of written direction or notice to proceed from City. Contractor shall devote such time to the performance of Project Work

pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Contractor's obligations hereunder. Contractor will generate and maintain a project schedule with periodic progress updates to the City.

5. INDEPENDENT CONTRACTOR

Contractor and City agree that the Contractor will perform the Project Work as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Contractor in the performance of the Project Work will not be employees or agents of the City. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement. Any other applicable taxes are not included in this proposal, and will be added to the final contract amount.

6. SUBCONTRACTING

Contractor may subcontract portions of the Project Work upon the prior written approval of the City. The Contractor will be solely responsible for payment for such subcontract work. No contractual relationship will exist between any such subcontractors of the Contractor and the City.

7. STANDARD OF PERFORMANCE

- A. Contractor will perform the Project Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and will prepare all work products required by this Agreement in the usual and customary professional manner. Contractor will comply with federal, state and local laws applicable to performance of the Project Work.
- B. Contractor shall assign only competent personnel to perform Project Work pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of request, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that the Project Work may be funded by or otherwise subject to the authority of another governmental entity or entities, Contractor and any subcontractors shall comply with all applicable rules and regulations of such other governmental entity or entities.

10. INDEMNITY

To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against liability, loss, damage, claims, suits, judgements, fines and penalties, expenses and costs (including, reasonable attorney's fees), (collectively "Liability") arising out of the Project Work or Contractor's failure to comply with any of the terms of this Agreement, its negligence, misconduct, or material breach of this Agreement.

11. INSURANCE

- A. Insurance coverage shall be obtained, at no additional cost to the City, per the coverages identified below.
- B. Before commencing performance of the Project Work, Contractor, at its own cost and expense, must: (a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Project Work hereunder by the Contractor or its agents, representatives, employees, or subcontractors; and (b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Contractor must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Contractor's proposal. Contractor may not allow any subcontractor to commence work on the Project Work until Contractor and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to the City.
- C. Contractor must, at its sole cost and expense, maintain Statutory Workers Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. Workers' Compensation Insurance shall include coverage of Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided, or the minimum statutory limits as required by the State of New Mexico.
- D. Contractor, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, and combined single limit coverage for risks associated with Project Work; or minimum statutory limits required by the State of New Mexico. If a Commercial General Liability Insurance or an Automobile Liability form

or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project Work or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- E. Contractor, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) covering errors and omissions and containing a cross liability or severability of interest clause acceptable to the City. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000.00 per claim.

12. PAYMENT AND PERFORMANCE BONDS

For additional cost the Contractor shall provide payment and performance bonds should the City request or require them.

13. NON-DISCRIMINATION

During the performance of this Agreement, Contractor will not discriminate against any employee of the Contractor or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

14. TERMINATION AND REMEDIES

City may terminate this Agreement for convenience by giving at least 20 days' written notice to Contractor specifying the termination effective date. Upon receipt of such notice, Contractor may continue performance of the Project Work through the date of termination. City shall pay Contractor for all Project Work actually performed in accordance with this Agreement through the termination effective date.

15. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Contractor, and their successors. Except as otherwise provided herein, neither City nor Contractor may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

16. REPRESENTATIVES

The parties' shall designate representatives that will be the primary contact persons regarding the performance of the Project Work.

Any written notice to City shall be sent to:

City of Hobbs
200 E. Broadway St.
Hobbs, New Mexico 88240

Any written notice to Contractor shall be sent to:

Alpha Southwest, Inc.
205 Rossmoor Rd. SW
Albuquerque, New Mexico 87105

17. ENTIRE AGREEMENT

This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees had made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whosoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein by this Agreement or written instrument mutually agreed to and executed as an amendment to this Agreement.

If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as between terms or provisions of this Agreement and any Exhibit(s) made a part of this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Contractor and a representative authorized to bind the City.

18. APPLICABLE LAW

This Agreement and all questions related to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of New Mexico.

19. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

20. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

22. MISCELLANEOUS PROVISIONS

Neither party may assign its rights nor obligations hereunder without the prior express written consent of the other party.

Duly authorized representatives of City shall have the right to determine exact time and location of performance by Contractor, subject to Contractor's professional availability, while making every reasonable attempt to follow times and places outlined herein.

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.

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.

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.

23. CONFIDENTIALITY

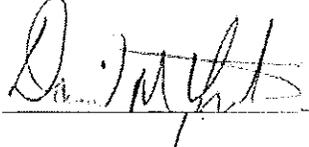
To the fullest extent allowable by the Inspection of Public Records Act, NMSA 1978, §14-2-1, et seq., and any other applicable State and Federal law, the specific terms and conditions of this agreement, including without limitation the fee and other honorarium, are strictly confidential and shall not be divulged to any person or entity not a party to this agreement, except to representatives and/or as required by law, without prior written consent of Contractor and City.

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

THE CITY OF HOBBS, NEW MEXICO:

ALPHA SOUTHWEST INC.:

Sam Cobb, Mayor

By: 

Title: Vice President

Finance Director

City Manager

Utilities Director

City Attorney

City Clerk

614061-44901-00249

Account Number

23. CONFIDENTIALITY

To the fullest extent allowable by the Inspection of Public Records Act, NMSA 1978, §14-2-1, et seq., and any other applicable State and Federal law, the specific terms and conditions of this agreement, including without limitation the fee and other honorarium, are strictly confidential and shall not be divulged to any person or entity not a party to this agreement, except to representatives and/or as required by law, without prior written consent of Contractor and City.

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

THE CITY OF HOBBS, NEW MEXICO:

ALPHA SOUTHWEST INC.:

Sam Cobb, Mayor

By: _____

Title: _____

Finance Director

City Manager

Utilities Director

City Attorney

City Clerk

614061-44901-00249

Account Number

EXHIBIT - A

SCOPE OF WORK
FOR
POTABLE WATER SCADA & COMMUNICATION SYSTEM PROJECT
CITY OF HOBBS, NM

The City of Hobbs, NM (City) has requested this proposal to completely replace the City's existing potable water SCADA system. This effort will include a complete overhaul and modernization of the potable water process control system, including separation from the existing wastewater SCADA system. This proposal includes the following major components and subsystems:

- New central SCADA system for the potable water system. This subsystem will be located at the Jefferson Reservoir & Booster Pump Station facility. Major components will include redundant SCADA server host machines, a process historian server host machine, multiple connected client nodes, peripheral devices, and a centrally managed network and wireless communication infrastructure to support wide-area-network (WAN) communications to forty-three (43) remotely located programmable logic controllers (PLCs).
- A new wireless RF communication network operating in the 4.9 GHz licensed frequency band. Our proposed configuration will provide the City with a network and communication infrastructure that has ample performance, reliability, and security for many years to come. Additionally, the entire IP-based network infrastructure will be a managed configuration, providing the City with considerable insight into the network for maintenance and advanced diagnostic capabilities.
- A total quantity of forty-three (43) PLC-based industrial control panels, each consisting of a local Siemens S7-1200 series PLC, appropriate wired I/O, an Ethernet network switch, RF communication equipment, appropriate power subsystem components, and other miscellaneous devices, including lightning protection and proper grounding equipment. This effort shall consist of two independent but related project phases. **Phase 1 shall include RTUs for the Hiap and Hydro hydraulic subnetworks only.** A future Phase 2 shall include the remaining RTUs (Jefferson, Del Norte, and Snyder hydraulic subnetworks, as well as the sewer collection system RTUs.

Key objectives include standardization, simplicity, modernization, enhanced functionality, increased reliability, integrated diagnostics, critical points of redundancy, and a vast improvement to the overall user experience. Major enhancements will include virtualization of the core central SCADA system infrastructure, mobility for operations and technical staff, integrated diagnostics, seamless expansion capabilities for the future, comprehensive system documentation that will be centralized and easily accessible to all key stakeholders, and a robust network and communication system infrastructure that can easily accommodate other applications and services, if deemed appropriate and necessary by City staff.

This project will proceed in two phases of construction. Phase 1 will include all required planning, engineering, and final selection of key technologies. The overall project has been designated as a collaborative design-build project delivery methodology, which should provide many opportunities for important "value engineering" during the execution of the planning and front-end engineering stages.

The following is a general summarization of the tasks and services that will be performed by our team during the execution of this project.

PHASE 1

Task 1 – Project Initiation

Project initiation will consist of several preliminary steps, including the initial kick-off meeting, initial project planning meeting, and a general pre-design workshop to discuss the overall objectives for the project and to discuss the transition plan. We will also discuss the coordination activities as well as roles and responsibilities of all the various stakeholders, including City of Hobbs, Alpha Southwest, Tesco Controls, Advanced Tower Services, and Siemens technical consultants.

Task 2 – Front-End Engineering Services

TESCO's standard SCADA system architecture and configuration includes many features and functionality that other lesser systems integrators ignore or are unaware of the value that those technologies bring to the overall user experience. Our team will work very closely and collaboratively with your staff to help all stakeholders understand the true value that each component and subsystem contributes to the overall system. Advanced network and RF telemetry system diagnostics, for example, play a key role in the overall ability of the client to troubleshoot and maintain such a system.

The following is a list of engineering activities that are an integral part of our project delivery process. The overall reliability and availability of your system depends heavily on each of these very important topics of interest and they will all be discussed in detail as we go through the front-end engineering process. The following is a list of technical workshop topics that are covered in detail by our technical staff in close collaboration with your staff. The topics covered are as follows:

1. Needs Assessment – Gain an understanding of the City of Hobbs' needs, specific application requirements, and any issues related to the automation technologies utilized, including personal preferences.
2. Initial review of facility geography & topography.
3. Detailed review & digital photographs of all facilities, including existing control panels with exact dimensions and physical mounting and installation constraints noted.
4. Radio frequency propagation modeling and analysis (PATHLOSS RF modeling software).
5. RF spectrum analysis to characterize the wireless environment and to note potential sources of interference, the noise floor in each zone, and to solidify the frequency of transmission selection.
6. RF telemetry equipment selection (RF transceivers, antennas, feedlines, pigtails, lightning arrestors, grounding, antenna heights, modulation technology, security features, diagnostics, redundancy, routing, etc.)
7. RF field testing & validation.
8. Technical workshops:
 - a. Existing SCADA-HMI system review & discussion.
 - b. Project management plan.
 - c. Central SCADA system architecture discussion (servers, virtualization, SCADA-HMI system clients, engineering workstation, miscellaneous peripheral devices, remote access gateway, catastrophic backup & disaster recovery, cybersecurity & system hardening, maintenance laptop, remote alarm notification systems, etc.).
 - d. External interfaces (existing "Harris" mobile communication system interface).
 - e. External interfaces (other potential applications & database systems).

- f. Network & communication/telemetry system infrastructure (Ethernet switches, managed vs. unmanaged configurations, network device configurations, firewalls, routers, network security appliances, service & support, etc.).
 - g. Integrated redundancy and the impact that has on the overall reliability of the system.
 - h. Integrated system-wide diagnostics (system, network, & RF telemetry).
 - i. SCADA-HMI system standards (menu/navigation methodologies, graphical objects, tag database and naming standards, application "look-n-feel", colors, fonts, line types, screen organization, alarm & event management, etc.).
 - j. Remote alarm notification system options.
 - k. Remote access & mobile client device options.
 - l. System security (cybersecurity) considerations.
 - m. The user experience (operations, technical support staff, engineering, & management).
 - n. Process Historian database requirements.
 - o. Reporting requirements.
 - p. PLC-based industrial control panel (ICP) standards.
 - q. PLC-Based industrial control panel design concepts.
 - r. Process control strategy review & discussions.
 - s. Process control strategy development & refinement process.
 - t. PLC programming standards & reuse libraries.
 - u. System documentation.
 - v. System training.
 - w. System maintenance & support (local Alpha Southwest support, remote TESCO support, & supplemental Siemens technical support).
 - x. Transition planning & logistics (sequence of installation, shutdown notifications, and required coordination activities).
9. SCADA & Process Control System Design Camp:
- a. Final SCADA system architecture.
 - b. Final network & RF communication system details.
 - c. Final process graphics standards & user interface.
 - d. Process Historian database system.
 - e. Tag naming standards.
 - f. Reporting requirements.
 - g. External interface requirements (Harris and others).
 - h. P&IDs and process control narratives.
 - i. PLC programming standards & process control strategies.
 - j. Remote access solution.
 - k. Remote alarm notification system.

Task 3 – Development of Engineered Submittals

- 1. Final RF tower construction details.
- 2. RF telemetry system configuration.
- 3. Network infrastructure (NI), virtualized infrastructure (VI), & central SCADA system architecture.
- 4. Cybersecurity / system hardening measures.
- 5. SCADA system standards (SCADA-HMI system & PLC software libraries).
- 6. Industrial control panels.
- 7. Field instrumentation (SLS ultrasonic level transmitters).

When task 3 is complete, the City will have a comprehensive set of documentation that will fully define each component, subsystem, application, and configuration item that will collectively define the new SCADA system. As we begin the field deployment activities, this documentation will prove invaluable and will provide a much lower risk for all project participants involved.

Task 4 – Central SCADA Equipment & Industrial Control Panel (ICP) Release-to-Production/Fabrication

1. Equipment procurement.
2. Central SCADA system equipment rack assembly.
3. UL-508A industrial control panel fabrication (Phase 1 PLCs/RTUs only).

Task 5 – Central SCADA-HMI System Development & Configuration Activities

This task includes all development, programming, and configuration of the Siemens WinCC application software for the process control system interface. Also included in this task will be the core SCADA and process control system architecture, including setup and configuration of the redundant SCADA servers, the process historian server, (3) operator workstation clients, (2) mobile SCADA clients, the engineering workstation for diagnostic and system development, catastrophic backup and disaster recovery, remote access, external alarm notification, and all other central SCADA system related items.

Task 6 – PLC Application Configuration & Programming Activities for Process Control System

This task includes all development, programming, and configuration of the Siemens S7-1200 series PLC application software for the process control system. TESCO and Siemens, working collaboratively together, will develop all PLC application code for this project. The basic concept includes the development of the following five major base template programs that will be utilized at each of your remote facilities:

1. Reservoir & Booster Pump Station Program.
2. Well Program.
3. Elevated Water Storage Tank / Tower Program.
4. Valve Program.
5. Sewer Lift Station Program.

Each of the above listed template programs will be designed with consistency, standardization, ease-of-maintenance, and extended functionality in mind. Standard features like energy efficiency algorithms, VFD control, flexible lead-lag pump alternation, motor run-time elapsed time meters (ETMs), flow totalization, rotating equipment start/stop counters, alarm enable/disable bits, equipment out-of-service bits, alarm masking and suppression, motor current monitoring for proactive maintenance, and a host of other features will all be included as standard in the base program templates. Our team will work collaboratively with the City's operations staff to determine the most appropriate programmatic features to be included in the base program templates. In addition, the standard control panel designs will include ample "spare" PLC input/output capacity (minimum 20% wired spares) to provide the City with a clear path for future growth and additional functionality within the process control system itself. Program functionality can be simply enabled when the process equipment and/or control loops are physically added in the future.

Task 7 – Network & Communication System Infrastructure Development & Configuration Activities

Our team, along with direct technical support from Siemens, will work closely and collaboratively together to develop and install a secure, robust, and highly reliable network and communication system infrastructure for the City of Hobbs Potable Water SCADA System. The City will be provided with integrated communication system diagnostics through the integration of an SNMP-to-OPC gateway software bridge that will facilitate the integration of critical network and communication system asset information directly into the SCADA-HMI system interface.

This task will include the following items:

1. Network and communication system infrastructure design validation.
2. Ethernet switch, router, firewall, and remote access gateway configuration.
3. System and cybersecurity considerations and configuration of network security.
4. RF telemetry equipment configuration and factory testing.
5. Configuration of an SNMP-to-OPC software bridge and integration of important diagnostic information into the SCADA-HMI application interface, including remote alarm notifications.

Our proposed network and communication system infrastructure configuration will provide several different types of critical redundancy that will facilitate multiple routing paths from each of the critical hub sites back to the central SCADA system site at the Jefferson Reservoir and Booster Pump Station operations office. Our team can provide additional details related to this configuration and the enhanced functionality that it can provide to the City of Hobbs during the interview process. As previously stated, the proposed network and communication system infrastructure is quite robust and resilient and provides substantial redundancy for the routing of data packets throughout the network. Key subsystems will include the Reservoir/BPS sites communicating directly to their associated wells, as well as the routing of key process data back to the central SCADA system host site at Jefferson.

Task 8 – Comprehensive System-Wide Factory Testing @ TESCO (Sacramento, CA)

1. Preliminary checkouts by TESCO staff prior to the actual factory test.
2. Factory testing of the complete SCADA system, including central SCADA equipment, network infrastructure equipment, and each facility PLC control panel.
3. Witnessed component, if desired.

Task 9 – Packing & Shipment of Equipment to Project Site (City of Hobbs, NM)

Task 10 – Field Installation of Central SCADA System Equipment @ Jefferson RES & BPS Facility (Jointly Performed by Alpha Southwest and TESCO)

1. Installation of equipment rack at Jefferson.
2. Final terminations @ Central SCADA System.
3. Preliminary testing of all Central SCADA System equipment.

Task 11 – Field Installation of RF Telemetry System Towers (Performed by Alpha Southwest and Advanced Tower Services)

1. Installation of a 100' tall tower at Jefferson RES & BPS.
2. Installation of a 60' tall tower at Hiap RES & BPS.

3. Installation of a 60' tall tower at Hydro RES & BPS.
4. Installation of a 60' tall tower at Del Norte RES & BPS.
5. Installation of a 60' tall tower at Snyder RES & BPS.
6. Reconfiguration of RF communications @ WWTP to support the newly reconfigured network and RF telemetry system configuration. Our team will utilize the existing RF tower currently located at the WWTP facility for this reconfiguration.
7. Installation of new antenna mounting structures 2" GRS (masts) approximately 20' to 25' average height at all Phase No.1 remote facilities for the mounting of the remote subscriber units.

**Task 12 – Field Installation of Phase 1 PLC/RTU Enclosures @ Remote Facility SubMaster Sites
(Performed by Alpha Southwest)**

1. Jefferson Reservoir & Booster Pump Station.
2. Hiap Reservoir & Booster Pump Station.
3. Hydro Reservoir & Booster Pump Station.
4. Del Norte Reservoir & Booster Pump Station.
5. Snyder Reservoir & Booster Pump Station.

Note – The primary submaster sites will be installed first for each of the five hydraulic subsystems because of the network and RF communication infrastructure required to support each subnetwork/subsystem. This step will form the “backbone” of a complete wide-area wireless communication network infrastructure.

**Task 13 – Turn-Key Field Installation of Phase 1 PLC Enclosures @ Remote Facility Wells
(Performed by Alpha Southwest)**

1. Hiap RES & BPS Hydraulic Subsystem (Wells 1, 2, 6, & 7).
2. Hydro RES & BPS Hydraulic Subsystem (Wells 3, 4, 5, 8, & 13 + Hiap Elevated Water Storage Tank/Tower).

Note – The Jefferson, Del Norte, and Snyder hydraulic subnetworks/subsystems, as well as the five Sewer Lift Station sites will be included in a future Phase 2 construction.

Task 14 – System Commissioning of Phase 1 Facilities (Startup, Calibration, Site Acceptance Testing, & Final System Validation)

1. Commissioning of the Central SCADA System equipment at the Jefferson RES & BPS facility.
2. Commissioning of the core network and RF communication system infrastructure (backbone segments and submaster hub sites).
3. Commissioning of the Hiap RES & BPS subsystem.
4. Commissioning of the Hydro RES & BPS subsystem.

Task 15 – Existing SCADA System Revisions & Cleanup Activities @ WWTP Facility

1. Revise existing WWTP SCADA application accordingly to remove all legacy items that relate to the water system facilities that will become part of the new Water SCADA System.
2. Validate existing SCADA application to ensure a seamless and trouble-free transition for City staff.

Task 16 – System Training

3. SCADA-HMI system training.
4. PLC application programming training.
5. Complete diagnostic, maintenance, and system support training.

Task 17 – Final Documentation

1. Final system testing and validation documentation.
2. System diagrams and related documentation.
3. Final record drawings for all industrial control panels, including installation details.
4. Complete operations and maintenance manuals (O&Ms).

Task 18 – Project Close-Out, Turnover, & Post-Construction Warranty Support

Alpha Southwest, Inc. (ASW), in conjunction with Tesco Controls, Inc. (TESCO) and Siemens, will provide all required warranty support during the one-year warranty period. Additionally, ASW and TESCO can provide the City with long-term technical support through our extended maintenance and support contract, if desired by the City.

Equipment Specifications

The following outlines the selection listing for major components used for this proposal offering:

COMPONENTS

SELECTION LISTING

Central SCADA System:

SCADA Computer Hardware, Host Server	Dell, Server Class
Computer Hardware, Clients.....	Dell, Workstation Class
SCADA Software/Platform	Siemens, WinCC (v7.x or OA, TBD)
Hypervisor	VMware
Operating Systems, Server	Microsoft, Windows Server
Operating Systems, Client.....	Microsoft, Windows 10

Networking/Communications/RF Infrastructure:

Ethernet Switches	Siemens/Cisco
Routers.....	Cisco
Firewalls	Cisco
Security Appliances	Checkpoint
RF Radios.....	Siemens, RuggedCom
RF Towers.....	Sabre Towers and Poles

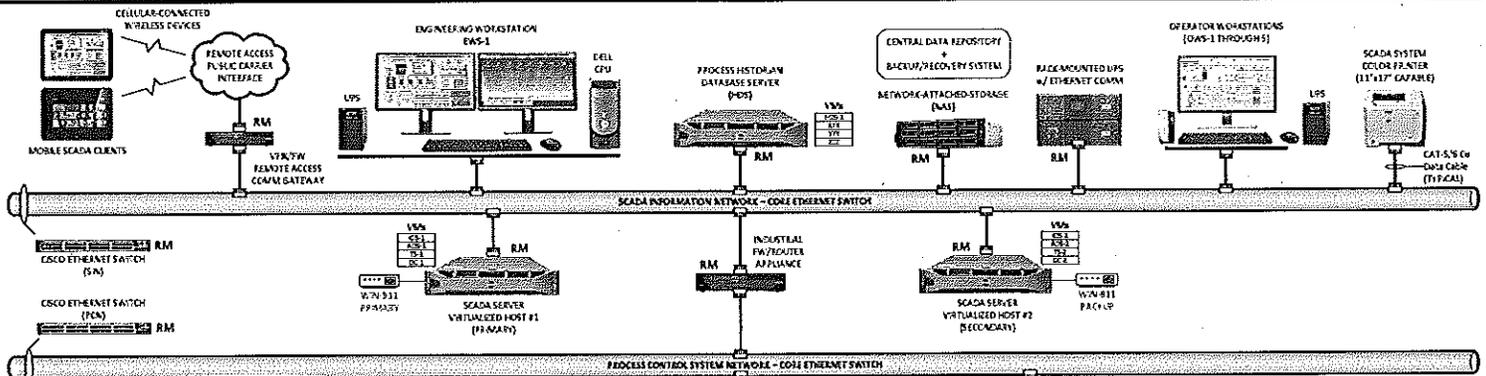
Industrial Control Panels (Major Components):

PLC	Siemens, S7-1200 Series
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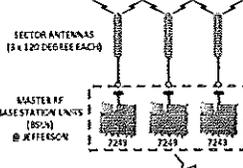
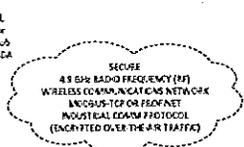
Instrumentation:

Level Transmitter, Ultrasonic.....	Siemens, Milltronics
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CITY OF HOBBS, NM
POTABLE WATER SCADA & PROCESS CONTROL SYSTEM BLOCK DIAGRAM



NOTE:
A total of (5) new RF towers will be provided, one at each major hub site. An allowance for (4) 60 Ft. RF towers to be installed at each hub site and a 100 Ft. tower at the Jefferson SCADA system hub site has been included in our proposal offering.



NOTE:
The RiggeCom 7248 base station units (BSUs) and the 5149 remote subscriber units (RSUs) have outdoor RF transceivers coupled to external sector antennas or integrated panel antennas for the 4.9 GHz frequency band.

- Anticipated RF communication system design to include the following suggestions if approved as noted below:
- Qty. of (3) BSUs @ Jefferson HUB.
 - Qty. of (2) BSUs @ Del Norte HUB.
 - Qty. of (1) BSU @ Hagerman HUB.
 - Qty. of (1) BSU @ Snyder HUB.
 - Qty. of (43) RSUs, one RSU @ each remote facility, Contract No. 1 & Contract No. 2 combined.

Critical redundancy will be incorporated into the overall wireless network architecture. Multiple routes from each subscriber hub site back to the central SCADA site @ Jefferson will be included as standard, based on the results of the RF propagation modeling and field testing performed during the detailed system design phase.



NOTE:
All PLCs are considered to be physically remote to the Jefferson Reservoir & Booster Pump Station facility and will be linked back to this facility via the new wireless wide-area network (WAN) telemetry infrastructure.

- SCADA SYSTEM HIGHLIGHTS:**
1. Redundant SCADA Server Hosts.
 2. Process Historian Server Hosts.
 3. Network Attached Storage Device (NAS).
 4. Managed Ethernet Network Switches (Core + Edge).
 5. Network Separation (Information + Process Control) Control Networks.
 6. Firewall Isolation Between Information + Process Control Networks.
 7. SNMP-to-GOP Gateway for Network Diagnostics.
 8. Maintenance Laptop Computer.
 9. Redundant Alarm Notification Systems.
 10. Active Tablet Device Integration (SCADA Clients).
 11. Remote Access VPN Communications Gateway.
 12. Isolated VLAN Configurations - T&I.

- PHASE 1 REMOTE FACILITIES**
- HAGERMAN RES & BPS SUBSYSTEM / SUBNETWORK:**
1. Hagerman RES & BPS PLC.
 2. Wells 1, 2, 6, & 7 PLCs.
- HOBBS RES & BPS SUBSYSTEM / SUBNETWORK:**
1. Hobbs RES & BPS PLC.
 2. Wells 3, 4, 5, 8, & 13 PLCs.
 3. Hagerman Elevated Water Storage Tank PLC.

- PHASE 2 REMOTE FACILITIES**
- JEFFERSON RES & BPS SUBSYSTEM / SUBNETWORK:**
1. Jefferson RES & BPS PLC.
 2. Wells 15, 16, 17, 18, 19, 20, 21, 22, 23, & 24 PLCs.
 3. Homer Depress Valve PLC.
 4. Hagerman Elevated Water Storage Tank PLC.
- DEL NORTE RES & BPS SUBSYSTEM / SUBNETWORK:**
1. Del Norte RES & BPS PLC.
 2. Wells 25, 26, 27, 28, & 29 PLCs.
 3. Homer Depress Valve PLC.

- SNYDER RES & BPS SUBSYSTEM / SUBNETWORK:**
1. Snyder RES & BPS PLC.
 2. Wells 9, 10, 11, 12, & 14 PLCs.
- SEWER COLLECTION SYSTEM SUBSYSTEM:**
1. W&TP Facility (Existing Facility & Tower).
 2. Carlsbad Sewer Lift Station PLC.
 3. Jefferson Sewer Lift Station PLC.
 4. Ranch View Sewer Lift Station PLC.
 5. Singer Sewer Lift Station PLC.

PHASE 1
Pricing Schedule

Item	Description	Price
01	Front End Engineering Design (FEED) Services	\$ 275,500
02	RF Communication System	\$ 514,500
03	Central SCADA System Solution	\$ 495,000
04	HIAP Subsystem/Subnetwork (RTU's)	\$ 245,000
05	HYDRO Subsystem/Subnetwork (RTU's)	\$ 270,000
Phase 1 - Total (Inclusive of GRT):		\$ 1,800,000

THE CITY OF HOBBS



REQUEST FOR PROPOSALS

FOR

**MATERIALS, LABOR, PROGRAMMING AND ASSOCIATED
ENGINEERING SERVICES:**

**CITY OF HOBBS NEW MEXICO
POTABLE WATER SCADA AND COMMUNICATION SYSTEM
REPLACEMENT**

RFP No: 483-17

DUE DATE/TIME: June 22, 2017/5:00 PM

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ATTACHMENT A: PROPOSAL FORM SIGNATURE SHEET
ATTACHMENT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM
ATTACHMENT C: VETERANS' PREFERENCE FORM
ATTACHMENT D: NON-COLLUSION
ATTACHMENT E: RELATED PARTY
ATTACHMENT F: CERTIFICATION REGARDING DEBARMENT
ATTACHMENT G: SUBMITTAL INQUIRY FORM
ATTACHMENT H: CERTIFICATE OF SITE INSPECTION
ATTACHMENT I: PROPOSAL SPECIFICATIONS AND REQUIREMENTS

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

PART I – GENERAL REQUIREMENTS

DIVISION I - ADVERTISEMENT

PROPOSAL NO. 483-17

**CITY OF HOBBS NEW MEXICO
POTABLE WATER SCADA AND COMMUNICATION SYSTEM REPLACEMENT**

City of Hobbs, New Mexico

Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **5:00PM June 22, 2017** to provide Materials, Labor, Programming, and associated engineering services for the Potable Water SCADA and communication System Replacement Project at the City of Hobbs. Proposals received after the RFP's due date/time will be considered non-responsive and will be returned unopened.

This project consists of replacing the existing Potable Water SCADA System (SCADA System) with new automation and communication equipment.

Proposer will submit a detailed scope of work and cost estimate to replace the existing SCADA System with new automation and communication equipment including overall system programming and control strategy, process controllers, enclosures, network switches, servers, workstations, remote view nodes, automation and HMI software. The communication network shall be a new 900 MHz Ethernet radio communication network with firewalled interconnection to the city's network to allow for backup and redundancy. To allow flexibility in scheduling and funding the project shall be separated into two (2) construction phases.

DEADLINE - 5:00 p.m. on June 22, 2017

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

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

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

CITY OF HOBBS, NEW MEXICO

JJ MURPHY, City Manager

Publication Date: May 21, 2017

Potable Water SCADA System Replacement

RFP No: 483-17

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS REQUEST FOR PROPOSAL(S)

The City of Hobbs (“COH” or “Owner”) extends an invitation to interested and qualified firms or individuals to submit a Proposal for Materials, Labor, Programming and Associated Engineering Services, for a new SCADA and communications system, and construction related services for the **POTABLE WATER SCADA AND COMMUNICATION SYSTEM REPLACEMENT PROJECT** (SCADA Replacement) at the COH.

1. Any individual(s) or firm(s) proposing to perform the services and provide the materials required of this RFP should familiarize themselves with the requirements by conducting a site inspection prior to the RFP closing date. A Certificate of Site Inspection is included within the RFP and must be included within Proposers’ formal response whether a site inspection was performed or not. After proposal has been submitted, the Proposer shall not assert that there was a misunderstanding concerning the quantities of or the nature of the work to be done. The RFP contains the requirements to be met in the design and construction of the project and it is required of the Proposer to use accepted design and SCADA Systems construction practices in the execution of the project. Information received from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Proposer or relieve him from fulfilling any of the conditions of the contract, including but not limited to the responsibilities of completing control and monitoring functions within the parameters required by the manufacturers of the equipment to be monitored and controlled.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

The SCADA Replacement shall be implemented in two (2) construction phases to allow for continuous service of the water system without interruption and to provide flexibility in financing and scheduling of the project.

Phase I

The Jefferson Reservoir and Booster Pump Station will serve as the Water Production Division’s operations headquarters. A new communications tower shall be erected at that site and necessary antenna(s) and radio(s) installed to guarantee communications between HIAP, Harden, and Arriba elevated storage tanks, the adjacent Fire Station #2, and the Waste Water Reclamation Plant.

A new series of rack mounted redundant servers, networking equipment and UPS system shall be installed in a pre-determined location within the facility. Workstations shall be installed in the office areas and connected to the networking equipment to provide operator monitoring and control of the entire system. Required control and network wiring shall be routed to a predetermined location within the office area of the facility.

Development software for the HMI program(s), communication software, and PLC software shall be installed on these systems. The software shall be used to develop the PLC and HMI programs for Jefferson Reservoir and all other affected sites within each phase of the overall project.

System critical alarms need to be interfaced to the COH 800 MHz radio system and include an additional voice call or SMS option.

The Hydro and HIAP Reservoirs, HIAP Elevated Tank, and associated nine (9) water production wells shall be incorporated into this phase. New communication towers shall be erected at Hydro and HIAP Reservoirs and shall be equipped with antennas to guarantee communication between Hydro Reservoir and its associated five (5) water production wells, HIAP Reservoir and its associated four

(4) Water production wells, and Jefferson Reservoir. Communication between HIAP Reservoir and Hydro Reservoir must also be established. Required cabling from the new communication towers shall be routed to a predetermined location within the facilities. Hydro and HIAP Reservoirs shall be retrofitted with PLC and HMI controlling devices, wired, connected, programmed, tested, and commissioned. A firewalled interconnection to the COH network shall be incorporated to allow for backup and redundancy. Each water production well reporting to either Hydro or HIAP Reservoirs shall be retrofitted with the proposed networking and radio equipment, PLC, and HMI controlling devices, wired, programmed, tested, and commissioned. Communication towers shall be erected at those water production wells determined by a path analysis to require structures taller than approximately fifteen feet.

Jefferson Reservoir and Pump Station shall be retrofitted with, proposed networking and radio equipment, PLC and HMI controlling devices, wired, programmed, tested, and commissioned. A firewalled interconnection to the COH network shall be incorporated to allow for backup and redundancy. Each of the ten (10) water production wells reporting to Jefferson Reservoir shall be retrofitted with proposed networking and radio equipment, PLC, and HMI controlling devices. Communication towers shall be erected at those wells determined by path analysis to require structures taller than approximately fifteen feet.

A new communications tower shall be erected at Arriba and Harden elevated storage tank. The tower shall be equipped with antennas and cabling to guarantee communication between Arriba and Harden elevated storage tank and Jefferson Reservoir. Required cabling from the new tower shall be routed to a predetermined location within the facilities. A firewalled interconnection to the COH network shall be incorporated to allow for backup and redundancy. Arriba and Harden elevated storage tank shall be retrofitted with proposed networking and radio equipment, PLC and HMI controlling devices, wired, programmed, tested, and commissioned.

Phase II

Del Norte Reservoir and Pump Station shall be retrofitted with proposed networking and radio equipment, PLC, and HMI controlling devices, programmed, tested, and commissioned. A new communications tower shall be erected at Del Norte Reservoir. The tower shall be equipped with antennas and cabling to guarantee communication between Del Norte Reservoir, its associated five (5) Water production wells, Valve 295, and Jefferson Reservoir. A firewalled interconnection to the COH network shall be incorporated to allow for failover backup and redundancy. Required cabling from the new tower shall be routed to a predetermined location within the facilities. Each water production well reporting to Del Norte Reservoir, shall be retrofitted with proposed, networking and radio equipment, PLC, and HMI controlling devices, programmed, tested, and commissioned. Communication towers shall be erected at those wells determined by path analysis to require structures taller than approximately fifteen feet.

The Snyder reservoir and pump station shall be retrofitted with proposed networking and radio equipment, PLC, and HMI controlling device, programmed, tested and commissioned. A communication tower shall be erected at Snyder Reservoir. The tower shall be equipped with antennas and cabling to guarantee communication between Snyder Reservoir, its associated water production wells, and Jefferson Reservoir. A firewalled interconnection to the COH network shall be incorporated to allow for failover backup and redundancy. Required cabling from the new tower shall be routed to a predetermined location within the facilities. Each water production well reporting to Snyder Reservoir shall be retrofitted with proposed networking and radio equipment, PLC, and HMI controlling devices, programmed, tested, and commissioned. Communication towers shall be erected at those wells determined by path analysis to require structures taller than approximately fifteen feet.

Lift stations at Carlsbad Hwy., Ranch View, Ranch View East, Jefferson, and Sanger Ball Park shall be retro fitted with Ultrasonic Level measuring devices and equipped with proposed networking and radio equipment, PLC, programmed, tested, and commissioned. Communications towers shall be erected at those lift stations determined by path analysis to require structures taller than approximately fifteen feet to guarantee communication to Jefferson Reservoir.

As built plans and schematics for the existing System are on site and will be available for review and copying. A site inspection form is included within this RFP and must be completed and returned with Proposers formal response. All respondents to RFP 483-17 are responsible for conducting an assessment of bandwidth requirements and perform radio path studies to determine the feasibility of radio communications for the proposed communications network.

The successful Proposer will execute an agreement with the City of Hobbs to provide and be responsible for the installation, programming, Site Acceptance Testing (SAT), and commissioning of the Potable Water SCADA and communication system as submitted and approved by Engineer. A manufactures warranty of one (1) year commencing on the date of successful startup shall also be provided.

Upon receipt of new equipment, Proposer will coordinate with Owner to develop an installation schedule and change out plan for the placement and startup of the new system. Proposer will be responsible for performing all other work, including electrical, mechanical, and control wiring necessary for the installation and proper operation of the new system.

PROJECT ASSUMPTIONS

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

1. The project area is described as City of Hobbs Potable Water SCADA and communication system Replacement. Within reason, Owner will provide its technical assistance and knowledge of the system, however Proposer is responsible for verifying all information provided as a requirement of the project.
2. Proposer is an authorized representative of manufacturer with an authorized service center for warranty repairs and service within 500 miles of Hobbs, New Mexico. Proposer will be able to provide spare parts and perform repairs on the equipment and materials provided.
3. Proposer understands that the phases not under construction will remain in service during the project and is capable of providing personnel for all aspects of the RFP who are knowledgeable and competent to perform the services required. Proposer will provide any safety equipment required for its personnel and be responsible for ensuring that work is conducted in accordance with Local, State and Federal electrical, mechanical code and safety regulations.
4. Owner will provide access to facility as-builds, including other pertinent information, as necessary to assist Proposer with the selection of replacement equipment.

Minimum Proposer's Requirements and Qualifications

The Proposer shall be regularly engaged in the design and installation of SCADA systems, computer systems, data communications systems and their associated subsystems as they apply to the public water and wastewater utility industry and meet the following minimum qualifications and criteria.

1. The Proposer shall provide and employ on its payroll full-time personnel experienced in the in the design, installation and deployment of process control systems and SCADA systems.
2. The Proposer shall provide and employ on its payroll full-time personnel experienced in the project management, procurement, assembly, installation, development, calibration, programming, testing, and servicing of process instrumentation and control systems, SCADA systems, Networking, radio telemetry systems and related subsystems.
3. The Proposer shall provide and employ on its payroll full-time personnel who have successfully installed a minimum of three (3) projects similar in size and scope to that

- required in this document and that used a similar architecture specified in this project.
4. The Proposer shall perform the work required in this project. Any sub-contractors must be listed by the Proposer and the percentage of work to be completed by each sub- contractor and must be approved by the COH. The use of employees from a temporary or a staffing company for the purpose of meeting requirements of this section, or for the purpose of circumventing federal or state employment law related to the payment of benefits or overtime shall not be allowed.
 5. The Proposer shall provide a list of at least three references for which it has performed SCADA work in the water/wastewater industry within the last 4 years each of which shall be within a 500 mile radius of the owner's site.
 6. In order to insure quality control and compatibility with existing system listed experience must be acceptable in the following areas:
 - a. Provide successful references for SCADA integration experience in the water utility industry serving similar types of organizations with at least three (3) projects for radio telemetry within the last four years.
 - b. Provide successful references for SCADA integration experience in the water utility industry with PLC's using MODBUS, Modbus/IP , Ethernet/IP, Profibus and Profinet Protocols as a native format to Siemens, or Alan-Bradley PLC's, Spread Spectrum Radios and WinCC or FactoryTalk HMI Software.
 7. The project shall be designed and supervised by a Project Manager with a minimum of five years' experience in the design and construction of integrated SCADA systems in the water and wastewater industries.
 8. The Proposer's panel shop must hold an Underwriters Laboratory 508A Listing.

The Proposer will specify equipment and quantities which are proposed to be used for the project.

The Proposer shall provide a schedule of the warranty provided for work completed under this specification and non-warranty service schedule with pricing and terms beyond the warranty period with the final documentation. The SCADA system as specified shall be warranted to be free of defects in materials and workmanship for a period of one year from the date of substantial completion. Substantial Completion is defined as a SCADA System Panel performing the monitoring and control functions as described in "Proposal Specifications and Requirements" with all the equipment delivered and installed satisfactorily.

PROJECT CONTACTS:

Questions regarding the selection process:

Contact: Toby Spears,
Finance Director
Address: 200 E. Broadway
City/State/Zip: Hobbs, NM88240
Phone Number: 575-397-9235

Technical Questions regarding scope of work:

Phillip Whitt or Peter
Zacharias, Utilities System
Specialists 1300 S. 5th St.
Hobbs, NM 88240
575-397-9315
pwhitt@hobbsnm.org
pzacharias@hobbsnm.org

SITE DESCRIPTION

The City of Hobbs Potable Water System is located within the city limit and is comprised of 5 ground storage facilities (Reservoirs), and its associated water production wells (Well(s)), as well as 3 elevated storage tanks. Five (5) sewage lift station(s) shall be incorporated.

The City of Hobbs Potable Water Supervisory Control and Data Acquisition (SCADA) System controls the production, transmission, disinfection, and storage of potable water. It is programmed to autonomously operate Well(s) and pump station(s) in order to supply the city with potable water. The system currently utilizes 2.4 GHz radio(s) to wirelessly connect the different processors that control the potable water system. The processors are set up as a “master-slave” configuration with the master processor residing at the city’s Waste Water Reclamation Plant (WWRF). The slave processors are located at the Wells, Reservoirs, and elevated storage tanks.

The automation equipment currently in use is the Siemens S7-200 series Programmable Logic Controller (PLC) at the slave radio sites (production wells, ground storage reservoirs, pump stations, and elevated storage tank) with an S7-300 series PLC as the master at the WWRF.

The control of the system is dedicated solely to the master PLC. Elevated storage tanks report their water levels to the master PLC. The control algorithm uses a series of set points for the operation of each Reservoirs pump station. Once operated the respective Reservoir with its connected pump station conveys potable water to the associated elevated storage tank. Each Reservoir reports its water level to the master. The control algorithm uses a series of set points relative to the reporting Reservoir. These set points are used to activate the Reservoir’s associated water production wells to refill the reservoir.

Communication to each Well, Reservoir, pumps station, and elevated storage tank is performed by the master radio and connected repeater/slave radios. An elaborated sequencing program utilizing the MODBUS protocol over the serial radios is used to collect and operate the system as a whole.

Operation and control of the system is done via computer interface screens. These screens reside at the WWRF integrated with the plant’s Human Machine Interface (HMI) system. The HMI system is accessible locally at the WWRF control room or remotely via static IP and VPN tunneling.

DIVISION III – PRE-SUBMITTAL SITE INSPECTION

A pre-submittal Site Inspection should be performed at the City of Hobbs Potable Water Facilities prior to Proposal closing date in order to fully familiarize themselves with the projects requirements and to score the associated points set forth in the Evaluation Criteria (Division V).

DIVISION IV – RESPONSE FORMAT AND ORGANIZATION

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

All submittals should be sent or delivered to:

CITY OF HOBBS – CITY HALL

Finance Dept. – Room 224

200 E. Broadway

Hobbs, NM 88240

Attention: Toby Spears, Finance Director

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

NUMBER OF COPIES: Proposers shall provide five **(5) identical** copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals.

PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. Length of the proposal shall be limited to a maximum of thirty (30) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Material excluded from the thirty (30) pages maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Certificate(s) of Insurance
- Proposal Signature Form (Attachment A)
- Campaign Contribution Declaration Form (Attachment B)
- Veterans' Preference Form (Attachment C)
- Resident Business Certification (Optional)
- Non-Collusion (Attachment D)
- Related Party (Attachment E)
- Certification Regarding Debarment (Attachment F)
- Certificate of Site Inspection (Attachment H)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 30 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. Detailed description and points assigned to each Section is provided under V. EVALUATION.

- Section 1- Business Profile
- Section 2- Equipment Specifications
- Section 3- Personnel Responsible to Perform Work
- Section 4- Material and Labor Costs
- Section 5- References

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 30 PAGE MAXIMUM.

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

Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 5, are helpful.

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

- identify the submitting business as an authorized Automation Engineering Firm;
- identify and provide the physical address of the equipment manufactures authorized repair facility;
- identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- be signed by a person authorized to contractually obligate the Proposer;

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

Campaign Contribution Declaration Form (Attachment B) – Include with the submittal letter the completed Contribution Declaration Form.

Resident/Veterans Preference Form (Attachment C) - Include with the submittal letter.

Non-Collusion Form (Attachment D) - Include with the submittal letter.

Related Party Form (Attachment E) - Include with the submittal letter.

Certification Regarding Debarment (Attachment F) - Include with the submittal letter.

DIVISION V – EVALUATION CRITERIA

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

A maximum total of 110 points are possible in scoring. The Selection Committee will evaluate the proposals and may conduct interviews with Proposers applying for selection. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criterion are as follows:

- 1. **Business Profile:** Business description, years in service, years of experience in the Automation and communications industry, including network design, capabilities of business, including services offered.....**20 points**
- 2. **Equipment Specifications:** Specifications of equipment being proposed including available options.....**20 points**
- 3. **Personnel Responsible for Performing Work:** Qualifications and experience of Personnel who will perform the work required of the project.....**25 points**
- 4. **Material and Labor Costs:** Total cost of equipment, materials and labor**20 points**
- 5. **References:** Business past record of performance in providing automation, communication, networking, and associated services**10 points**
- 6. **New Mexico Resident Business:** The amount of work that will be produced by a valid certified business within the State. 100% work performed by a New Mexico Resident Firm.....**0 to 10 points added to 100 possible points**
- 7. **Certificate of Site Inspection:****5 points**

1. **Business Profile** - Provide specific information about the business that demonstrates their ability to provide the equipment and services being requested. Provide years in business, years as an authorized automation equipment manufacturer representative, number of employees, services offered, including any professional affiliations or certifications. If the services of a third party, or subcontractor, are to be utilized, provide a brief company description, contact information, and identify those services to be provided by subcontractor.
2. **Equipment Specifications** – List equipment manufacturers utilized for communication, PLC's, programming, etc... Provide manufacturer certification where applicable. Provide a minimum of one (1) year warranty upon successful completion of startup and performance testing. List any available options including a recommended spare parts list with pricing valid for 6 months after project completion. Provide a thorough description, including drawings and a complete material list for replacing the Potable Water SCADA and Communication system.
3. **Personnel Responsible for Performing Work** – Provide a list of the personnel who will be responsible for performing the requirements of the project. List their respective areas of responsibility, years of experience, licensing/certification if applicable, including any other pertinent information to demonstrate their ability to perform the services required in a competent and safe manner.
4. **Material and Labor Costs** – Provide a detailed breakdown of equipment and labor cost for replacing the Potable Water SCADA and communication system and associated components required of the project. Divide cost into Phase 1, 2, and the overall total cost of the system. Labor costs to include the individual startup and performance testing of each new phase of the project and the removal/deletion of TAG's from the existing system prior to any work beginning on the succeeding phase. **Note** that part of the Potable Water system will remain in service during the duration of the project. Proposer is responsible for complying with all Local, State and Federal electrical/mechanical codes and safety regulations while performing work.
5. **References** – Provide three (3) references who can discuss the business ability to provide and perform the services being proposed and quality of work. Provide a brief description of the services provided, including the names of contact personnel and a current phone number.
6. **New Mexico Business** – points will be given to businesses within the State of New Mexico. Points will also be given to New Mexico businesses with Veterans preference. Certificate must be included within the submitted proposal.
7. **Certificate of Site Inspection** – Return Certificate of Site Inspection whether it was performed or not.

DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE

SELECTION PROCESS. A Selection Committee will evaluate and score each submitted Proposal based on the criterion. The City reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and/or request clarifications.

DIVISION VII – GENERAL INFORMATION

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

Shelly Raulston, Telephone: 575-397-9244, E-mail Address: sraulston@hobbsnm.org

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

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

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

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

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

THE CITY OF HOBBS

Toby Spears, Finance
Director 200 E.
Broadway, Hobbs, NM
Phone: (575) 397-9235
Fax: (575) 397-9450
Email address: tspears@hobbsnm.org

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

PROPRIETARY INFORMATION. If you are submitting any information you consider proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If Legal and Finance Department concurs, this information will not be considered public information. The City of Hobbs Legal Department is the final authority as to the extent to which material is considered proprietary or confidential. The Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFP may be disclosed pursuant to the applicable New Mexico Public Records Law and applicable New Mexico Statutes.

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

SITE INSPECTION. Proposer should perform a Site inspection at the City of Hobbs Potable Water Facilities prior to Proposal closing date in order to fully familiarize themselves with the projects requirements and to score the associated points set forth in the Evaluation Criteria. As-build drawings and schematics are on locations and will be made available for review and copying.

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

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

NEGOTIATION OF THE AGREEMENT. The City of Hobbs may proceed to negotiate a contract for materials and services at a compensation which it determines to be fair and reasonable. In making this decision, the City of Hobbs may take into account the estimated

value of the scope of services, the complexity, and the services to be rendered. If unable to negotiate a satisfactory contract with the business considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that business will be formally terminated. The City of Hobbs may then undertake negotiations with the next most qualified business in sequence until an agreement is reached or a determination is made to reject all proposals.

RETURN OF PROPOSALS. The City of Hobbs will not return any Proposals that are submitted.

REQUEST FOR PROPOSAL NUMBER 483-17

Materials, Labor, Programming, and associated engineering services for the Potable Water SCADA and communication System Replacement

EVALUATION SUMMARY

Criteria	Wt. Factor	GARNEY COMPANIES INC	PRIME CONTROLS	WUNDERLICH-MALEC	ALPHA SOUTHWEST
1. Business Profile					
1. Provide specific information about the business that demonstrates their ability to provide the equipment and services being requested. Provide years in business, years as an authorized automation equipment manufacturer representative, number of employees, services offered, including any professional affiliations or certifications. If the services of a third party, or subcontractor, are to be utilized, provide a brief company description, contact information, and identify those services to be provided by subcontractor.	20	18.20	17.00	18.20	19.00
2. Equipment Specification					
1. List equipment manufacturers utilized for communication, PLC's, programming, etc... Provide manufacturers certification were applicable. Provide a minimum of one (1) year warranty upon successful completion of startup and performance testing. List any available options including a recommended spare parts list with pricing valid for 6 months after project completion. Provide a thorough description, including drawings and a complete material list for replacing the Potable Water SCADA and Communication system.	20	15.40	9.20	14.80	19.20
3. Personal Responsible for Performing the Work					
1. Provide a list of the personnel who will be responsible for performing the requirements of the project. List their respective areas of responsibility, years of experience, licensing/certification if applicable, including any other pertinent information to demonstrate their ability to perform the services required in a competent and safe manner.	25	20.60	20.60	23.40	23.20
4. Material and Labor Cost					
Provide a detailed breakdown of equipment and labor cost for replacing the Potable Water SCADA and communication system and associated components required of the project. Divide cost into Phase 1, 2, and the overall total cost of the system. Labor costs to include the individual startup and performance testing of each new phase of the project and the removal/deletion of TAG's from the existing system prior to any work beginning on the succeeding phase.	20	15.00	8.80	16.20	15.00
5. References					
Provide three (3) references who can discuss the business ability to provide and perform the services being proposed and quality of work. Provide a brief description of the services provided, including the names of contact personnel and a current phone number.	10	8.40	7.40	8.60	9.60
6. New Mexico Business/ New Mexico Business with Veterans Preference					
The amount of work that will be produced by a New Mexico valid certified business within the State. 100% work performed by a New Mexico Resident Firm.	5 + 5	5.00	0.00	5.00	5.00
7. Certificate of Site Inspection					
Return Certificate of Site Inspection whether it was performed or not.	5	5.00	5.00	5.00	5.00
TOTAL	110	87.60	68.00	91.20	96.00



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: Restaurant Liquor License Application of Cotton Patch Café, LLC, d/b/a Cotton Patch Café, 901 Joe Harvey Blvd., Hobbs, New Mexico, 88240, for the Sale of Beer and Wine Only

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 8, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Cotton Patch Café, LLC, d/b/a Cotton Patch Café has applied to the State of New Mexico, Alcohol and Gaming Division, for the issuance of a restaurant liquor license at 901 Joe Harvey Blvd. for the sale of beer and wine only. This application has received preliminary approval from the State of New Mexico.

This application was received by the City Clerk's Office on December 4, 2017, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

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

Attachments:

1. Application packet from State of New Mexico, Alcohol and Gaming Division
2. Area map
3. Affidavit of Publication
4. Resolution concerning approval or denial of the application

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Appoint a Hearing Officer; Motion to approve or deny the request; second; vote.

<p>Approved For Submittal By:</p> <p><u>[Signature]</u> Department Director</p> <p><u>[Signature]</u> City Manager</p>	<p style="text-align: center;">CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN</p> <p>Resolution No. _____ Continued To: _____</p> <p>Ordinance No. _____ Referred To: _____</p> <p>Approved _____ Denied _____</p> <p>Other _____ File No. _____</p>
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CITY OF HOBBS

RESOLUTION NO. 6620

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT LIQUOR LICENSE TO
COTTON PATCH CAFÉ, LLC, D/B/A COTTON PATCH CAFÉ
LOCATED 901 JOE HARVEY BLVD., HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Cotton Patch Café, LLC, for the issuance of a restaurant liquor license for the sale of beer and wine at the Cotton Patch Café, 901 Joe Harvey Blvd., Hobbs, New Mexico, and said application has received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on January 16, 2018, on the question of whether or not the proposed restaurant liquor license should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the restaurant liquor license application of Cotton Patch Café, LLC, d/b/a Cotton Patch Café, 901 Joe Harvey Blvd., Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 16th day of **January, 2018**.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



AGD USE ONLY: Payment| Application Fee \$ 200 Received on: 8-17-17 Receipt No. 1988768
 License Fee \$ _____ Received on: _____ Receipt No. _____
 Application # 1061016 Local Option District: Hobbs - 14005

RESTAURANT LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: New Restaurant Liquor License

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

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER

Cotton Patch Cafe, LLC 600 E. Dallas Rd, Suite 300, Grapevine, TX 76051 (817) 865-6500

COPY TO: Rhodes & Salmon, P.C., Mark Rhodes, 1801 Lomas Blvd NW, Albuquerque, NM 87104 (505) 247-0328

D/B/A Name to be used: Cotton Patch Cafe Business Phone #: TBD

Email Address (required): mmr@rspcnm.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
901 Joe Harvey Blvd Hobbs, Lea County, New Mexico 88240

Mailing Address: 1801 Lomas Blvd NW, Albuquerque, NM 87104

Agent/Contact Person: Mark Rhodes Phone#: (505) 247-0328 Email: mmr@rspcnm.com

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

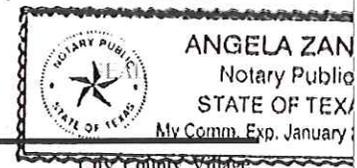
I, (print name) KEVIN BARNES, as (title) CEO
 being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements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

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

Signature of Applicant: Kevin Barnes Date: July 12, 2017

NOTARY PUBLIC USE ONLY: (State of Texas, County of Tarrant)

SUBSCRIBED AND SWORN TO before me this 12th day of July, 2017
 By: Angie Zandt Notary Public: Angie Zandt
 My Commission Expires: 1/27/19



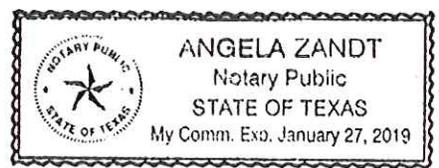
FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____

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

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____





New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

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

November 27, 2017

Certified Mail No.: 9171 9690 0935 0079 1724 45

- Susana Martinez
Governor
- Robert "Mike" Unthank
Superintendent
- Alex Sanchez
Deputy Superintendent
- Claudia Armijo
Deputy General Counsel
- Mary Kay Root
Director

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

RECEIVED

DEC 04 2017

Re: Lic. No. /Appl. No.: Application No. 1061016
Name of Applicant: Cotton Patch Café, LLC
Doing Business As: Cotton Patch Café
Proposed Location: 901 Joe Harvey Blvd, Hobbs, NM 88240

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Greetings:

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

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

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

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

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

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

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

- Alcohol and Gaming Division
(505) 476-4875
- Boards and Commissions Division
(505) 476-4600
- Construction Industries Division
(505) 476-4700
- Financial Institutions Division
(505) 476-4885
- Manufactured Housing Division
(505) 476-4770
- Securities Division
(505) 476-4580
- Administrative Services Division
(505) 476-4800

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

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

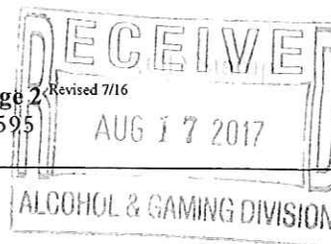
Respectfully,



Beverly Kennedy, Hearing Officer
NM Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: beverly.kennedy@state.nm.us

Enclosures:

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



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

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

- Owned by Applicant, copy of deed/document attached
- Leased by Applicant, copy of lease/document attached
- Other (provide details): _____

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

A. Owner(s): Horizon Partners, LLC

B. Date and Term of Lease: December 21, 2016 15 Years w/3 (5 year options)

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

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

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

Name of Church: The Church of Jesus Christ of Latter-day Saints Miles/feet: 0.2 Miles

Address/location of Church: 3720 N Grimes St, Hobbs, NM 88240

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

Name of School: Stone Elementary School Miles/feet: 0.5 Miles

Address/location of School: 1015 W. Calle Sur St., Hobbs, NM 88240

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

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Miles: 268 miles 123.9 @ hearing
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

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

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack
- Small Brewer Craft Distiller Winery Wholesaler
- Other (specify): _____

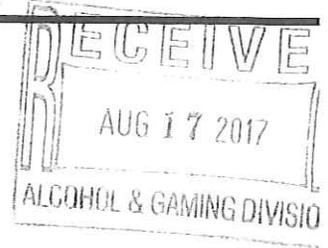
*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

COPY



PLANNING DEPARTMENT

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



July 13, 2017

RE: Zoning Certification for a Restaurant located at 901 Joe Harvey Boulevard in Hobbs, New Mexico.

Dear Mr. Rhodes:

Pursuant to your request for a current zoning certification for a Restaurant located at 901 Joe Harvey Boulevard in Hobbs, in Hobbs, New Mexico, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and location of different types of development or specific business uses throughout the City at this time. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, or use of vacant land. Therefore, the proposed land use as referred to herein, including a proposed Restaurant, on the above referenced property in Hobbs is considered a use by right as of this date of July 13, 2017. Therefore, the proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including yard setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on July 13, 2017. If you have any questions or need further information, please contact me at (575) 397-9232.

Sincerely,

CITY OF HOBBS, NEW MEXICO

A handwritten signature in cursive script that reads "Kevin Robinson".

Kevin Robinson – Planning Department

COPY

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

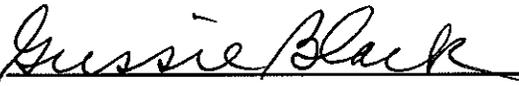
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
December 13, 2017
and ending with the issue dated
December 20, 2017.



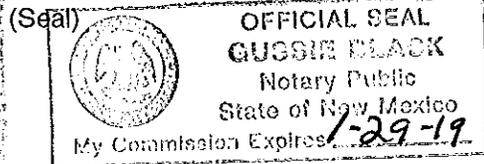
Publisher

Sworn and subscribed to before me this
20th day of December 2017.



Business Manager

My commission expires
January 29, 2019



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

LEGAL	LEGAL
LEGAL NOTICE December 13 and 20, 2017	
NOTICE OF PUBLIC HEARING	
NOTICE is hereby given that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing at 6:00 p.m., on Tuesday, January 16, 2018, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to determine whether the State of New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, should approve or disapprove the following application:	
APPLICATION FOR RESTAURANT LICENSE FOR THE SALE OF BEER AND WINE	
Application #:	1061016
Applicant:	Colton Patch Café, LLC
D/B/A Name:	Colton Patch
Proposed Address:	901 Joe Harvey Blvd. Hobbs, NM 88240
DATED this 6th day of December, 2017.	
/s/ Sam D. Cobb SAM D. COBB, Mayor	
#32337	

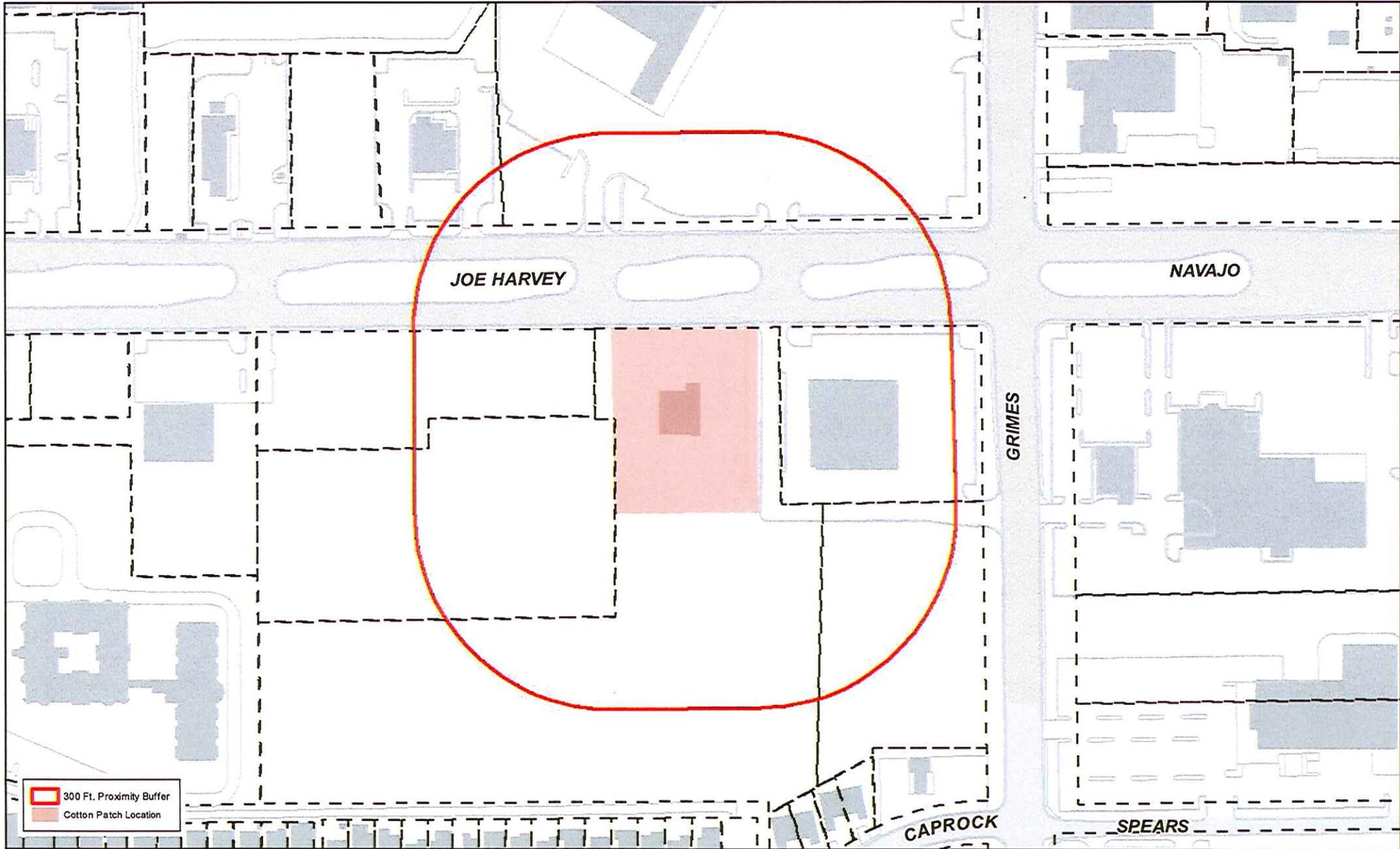
67108146

00204110

ELDA GONZALEZ
CITY OF HOBBS
200 E. BROADWAY
HOBBS, NM 88240

Cotton Patch - 801 Joe Harvey Blvd

300 Ft. Buffer Zone Map



0 50 100 200 300 Feet

City of Hobbs GIS Division

TS

Date: 1/9/2018 1 inch = 200 feet Time: 9:40:50 AM

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

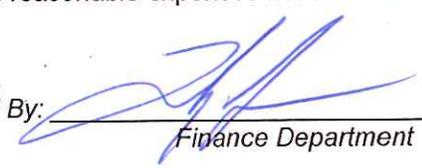
SUBJECT: An Approval Authorizing the Mayor to Execute a Professional Services Agreement with Luke Otero for Lobbying Services.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 9, 2018
SUBMITTED BY: Michael H. Stone, City Attorney

Summary: It has been determined that the City would benefit from having the services of a Lobbyist during the 2018 New Mexico Legislative Sessions. Available sources have been reviewed and it has been determined the Luke Otero should provide professional state lobbying services to the City. The proposed Professional Services Agreement is attached. The contract is for the 2018 Legislative Session, any pre-session meetings/services, any follow up meetings/services following the 2018 session and any interim session meetings/services. This contract is for \$27,500.00 plus expenses, not to exceed \$1,250.00.

Fiscal Impact: The contract is for \$27,500 for fiscal year 2017 plus reasonable expenses not to exceed \$1,250.00 for the contract period.

Reviewed By: _____

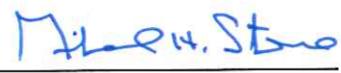

Finance Department

Attachments:

Professional Services Agreement

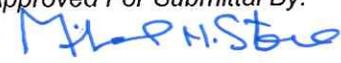
Legal Review:

Approved As To Form: _____


City Attorney

Recommendation: The Commission to approve the Professional Services Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made the ____ day of _____ 20____, by and between the City of Hobbs, New Mexico, a New Mexico municipal corporation, hereinafter referred to as "City", and Luke Otero, 1458 Miracerros Loop North, Santa Fe, New Mexico, 87505, hereinafter referred to as "Contractor".

1. SCOPE OF SERVICES:

Contractor shall provide professional state lobbying services as fully set forth herein.

2. COMPENSATION:

City will pay Contractor \$27,500 for the 2018 Legislative Session, any pre-session meetings/services, any follow up meetings/services resulting from the 2018 session and any interim session meetings/services. City will also reimburse Contractor for reasonable actual out-of-pocket expenses, not to exceed \$1,250.00. Contractor shall provide periodic bills of services performed and expenses incurred to City for approval and payment.

3. TERM:

The term of this Agreement shall be for the 2018 New Mexico Legislative Session, any pre-session meetings/service, any follow up meetings/services resulting from the 2018 session and any interim session meetings/services or as terminated pursuant to paragraph 6 herein.

4. ASSIGNMENT:

Neither City nor the Contractor may assign this Agreement, or any interest herein, without prior written approval of the other.

5. INDEMINIFICATION:

Contractor agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys fees arising or alleged to have arisen out of Contractor's negligent rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

6. TERMINATION:

This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for

performance or failure to perform prior to the date of termination. If termination occurs, contractor shall provide documentation of actual services rendered and shall be compensated at contractor's standard hourly rate.

7. CONFIDENTIALITY AGREEMENT:

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

8. STATUS OF CONTRACTOR:

Contractor, and his agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding use of City vehicles, or any other benefits afforded to the employees of the City as a result of this Agreement.

9. RECORDS AND AUDIT:

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. GOVERNING LAW:

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and the Contractor, their respective successors and assigns. Venue for any and all legal proceedings shall be in the District Court in Lea County, New Mexico.

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

THE CITY OF HOBBS, NEW MEXICO

By: SAM D. COBB, Mayor

LUKE OTERO, Contractor

Approved as to form:



MICHAEL H. STONE, City Attorney

Attest:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: FSA vendor change from Connect Your Care to Chard Snyder
DEPT. OF ORIGIN: Human Resources
DATE SUBMITTED: January 9, 2018
SUBMITTED BY: Nicholas Goulet, HR Director

Summary: The City of Hobbs initially contracted with Connect Your Care to administer the Flexible Spending Account program. Due to state restrictions with prepayment of services, Connect Your Care is unable to continue to provide benefit administration services for the City of Hobbs. The Human Resource staff with the assistance of the Finance Department has moved diligently to identify a vendor that meets the requirements of both the State of New Mexico and the City of Hobbs. Chard Snyder has been selected to provide FSA benefit administration services for the City of Hobbs. We are requesting Commission approval to change vendors and move forward with an FSA effective date of February 1, 2018.

RECOMENDATION

We recommend changing the Health Care Flexible Spending Account (FSA) vendor for the City of Hobbs.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The costs to cover the administrative fees are \$3.75 per employee per month (PEPM). At the current enrollment of 79 employees the annual cost associated will be \$3,555.00. This is a \$616.20 (\$4.40 PEPM) savings over our previous vendor from calendar year 2017. This does not take into account the overall tax savings to the City through deductions depending on the benefit amount selected by the employee.

Attachments:

None.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The Commission approves a FSA vendor change to Chard Snyder.

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. 6621

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE A VENDOR CHANGE IN REGARDS TO THE FLEXIBLE SPENDING ACCOUNT (FSA) VENDOR FOR THE CITY OF HOBBS.

WHEREAS, The City's current Flexible Spending Account (FSA) provider "Connect Your Care" cannot meet the pre-payment requirements set forth by the State of New Mexico and the City of Hobbs; and

WHEREAS, an alternative vendor "Chard Snyder" has been researched and selected by both the City of Hobbs Human Resource and Finance departments and the proposed vendor is able to meet both State and City requirements; and

WHEREAS, it is City staff's recommendation that the City of Hobbs change vendors from Connect Your Care to Chard Snyder to administer the Flexible Spending Account program.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to approve on behalf of the City of Hobbs the following:

1. Discontinuing services with Connect Your Care and awarding the City's Flexible Spending Account administration to Chard Snyder as outlined in the staff summary.

PASSED, ADOPTED AND APPROVED this 16th day of January 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: PTO Payout
DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: January 9, 2018
SUBMITTED BY: Toby Spears, Finance Director

Summary:

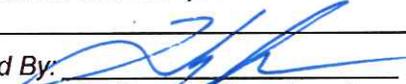
Section 2.56 of the Hobbs Municipal Code, Article 8 sets the Paid Time Off Cap at 320 hours for all general employees and 456 hours for all fire department employees and allows police the option to buy down to 320 from their 456 cap. At the end of the calendar year, any employee who is over his/her Paid Time Off Cap shall be paid for every hour over his/her Paid Time Off Cap.

Article 8 additionally states that in the event the city's general fund cash reserve dips below 20% at the end of a fiscal year, the city may elect to increase Paid Time Off Caps until the following year in which general fund cash reserve is above 20%.

While the City ended FY17 with a budgeted general fund reserve of 27%, the general fund budgeted reserve is currently at 30%.

The City of Hobbs would like to proceed with the PTO Payout for the current calendar year.

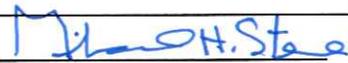
Fiscal Impact:

Reviewed By: 
Finance Department

The current PTO Payout would be between \$233,481.70 and \$244,738.57. The FY18 budget for the annual PTO Payout is currently set to \$213,079.65. The payout is between 9% and 14% above the current budget.

Attachments:

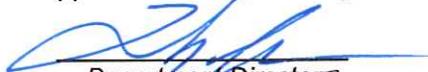
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve.

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. _____

2017 PTO Buyout
City of Hobbs

Empl oyee #	Last name	First name	SOY		Earned			PAYOUT 2017	Used YTD		Total Used	Available	Liability	PTO		PTO Buyout Amt
			Balance 2017	Balance 2018	Earned YTD 2017	YTD 2018	Total Earned		Used YTD 2017	Used YTD 2018				Over Limit	Over 320	
1257	TREVINO	TOMMY	441.00	444.75	240.00	10.00	250.00	109.00	127.25	32.00	268.25	422.75	16,483.02	102.75	4,006.22	
1281	BOWEN	TERRY	539.25	507.00	240.00	10.00	250.00	187.25	85.00	0.00	272.25	517.00	18,281.12	197.00	6,965.92	
1309	CHOATE	RONNY	370.00	344.00	240.00	10.00	250.00	38.00	228.00	24.00	290.00	330.00	19,628.40	10.00	594.80	
1315	CHEATHAM	CLAUDE	441.25	356.50	240.00	10.00	250.00	121.25	203.50	0.00	324.75	366.50	10,709.13	46.50	1,358.73	
1501	WISE	SHARON	369.50	374.75	240.00	10.00	250.00	17.50	217.25	19.00	253.75	365.75	9,827.70	45.75	1,229.30	
1542	HARRIS	PAM	463.25	512.75	240.00	10.00	250.00	143.25	47.25	11.00	201.50	511.75	11,586.02	191.75	4,341.22	
1724	NEWMAN	JEFFREY	298.00	328.50	240.00	10.00	250.00	0.00	209.50	0.00	209.50	338.50	12,094.61	18.50	661.01	
1822	GONZALEZ	ROBERTO	385.25	384.25	240.00	10.00	250.00	65.25	175.75	1.00	242.00	393.25	8,852.06	73.25	1,648.86	
1827	ANTILLON	FRANCISCO	498.00	532.00	240.00	10.00	250.00	178.00	28.00	0.00	206.00	542.00	22,590.56	222.00	9,252.96	
1831	MCCANN	DIANNA	389.50	355.25	240.00	10.00	250.00	53.50	220.75	0.00	274.25	365.25	8,356.92	45.25	1,035.32	
1922	TREVINO	ROBERT	433.00	444.00	240.00	10.00	250.00	113.00	116.00	0.00	229.00	454.00	13,002.56	134.00	3,837.76	
1944	CONKEN	DALIA	365.00	354.00	240.00	10.00	250.00	0.00	251.00	0.00	251.00	364.00	13,162.24	44.00	1,591.04	
2149	WILLIAMS	SHAWN	402.00	393.50	240.00	10.00	250.00	74.00	174.50	16.00	264.50	387.50	15,751.88	67.50	2,743.88	
2213	CRESS	AMY	541.25	540.50	240.00	10.00	250.00	221.25	19.50	28.00	268.75	522.50	14,718.83	202.50	5,704.43	
2277	DOWNING	KEENER	747.10	723.48	339.48	14.15	353.63	291.10	72.00	10.32	373.42	727.31	24,772.01	271.31	9,240.65	
2278	ROBERTS	RONALD	510.00	476.00	240.00	10.00	250.00	174.00	100.00	8.00	282.00	478.00	23,527.16	158.00	7,776.76	
2346	STAHLER	DARRELL	395.00	368.00	240.00	10.00	250.00	75.00	192.00	2.00	269.00	376.00	11,558.24	56.00	1,721.44	
2404	MALDONADO	ANTHONY	503.00	445.00	229.00	10.00	239.00	183.00	104.00	0.00	287.00	455.00	15,601.95	135.00	4,629.15	
2443	RAMIREZ	PLACIDO	440.50	447.50	226.00	10.00	236.00	120.50	98.50	3.00	222.00	454.50	12,562.38	134.50	3,717.58	
2481	RAY	TODD	503.00	485.00	217.00	10.00	227.00	183.00	52.00	0.00	235.00	495.00	21,314.70	175.00	7,535.50	
2515	VELASQUEZ	LESLIE	420.00	493.00	216.00	9.00	225.00	98.00	45.00	32.00	175.00	470.00	15,401.90	150.00	4,915.50	
2599	DE LA CRUZ	IRENE	335.00	371.00	216.00	9.00	225.00	0.00	180.00	32.00	212.00	348.00	11,153.40	28.00	897.40	
2601	WHITT	PHILLIP	278.00	345.00	216.00	9.00	225.00	0.00	149.00	4.00	153.00	350.00	13,163.50	30.00	1,128.30	
2631	MCCALL	CHRISTOPHER	422.00	456.00	240.00	10.00	250.00	102.00	104.00	0.00	206.00	466.00	31,846.44	146.00	9,977.64	
2633	BANKS	MARILYN	413.62	410.50	216.00	9.00	225.00	93.62	125.50	0.00	219.12	419.50	10,156.10	99.50	2,408.90	
2644	MILLER	CLIPPER	345.25	372.00	216.00	9.00	225.00	25.25	164.00	0.00	189.25	381.00	16,813.53	61.00	2,691.93	
2684	DAVIS	SHIRLEY	272.25	351.00	216.00	9.00	225.00	0.00	137.25	8.00	145.25	352.00	7,099.84	32.00	645.44	
2764	RAY	MARK	469.14	482.70	305.88	12.75	318.63	0.00	292.32	0.00	292.32	495.44	15,715.36	39.44	1,251.04	
2835	WILSON	LEO	418.00	446.50	216.00	9.00	225.00	90.00	97.50	19.00	206.50	436.50	21,694.05	116.50	5,790.05	
2868	PENA	GIL	403.00	439.00	216.00	9.00	225.00	83.00	97.00	32.00	212.00	416.00	9,780.16	96.00	2,256.96	
2871	ADCOCK	WALTER	390.00	506.00	216.00	9.00	225.00	69.00	31.00	1.00	101.00	514.00	10,742.60	194.00	4,054.60	
2985	PRUDENCIO	MICHAEL	363.00	462.00	168.00	7.00	175.00	39.00	30.00	4.00	73.00	465.00	17,167.80	145.00	5,353.40	
3014	MARTINEZ	DELMA	317.75	408.25	207.00	9.00	216.00	0.00	116.50	45.75	162.25	371.50	6,746.44	51.50	935.24	
3018	APODACA	DOROTHY	321.50	414.00	206.00	9.00	215.00	1.50	112.00	0.00	113.50	423.00	16,987.68	103.00	4,136.48	
3069	LEWIS	DEBRA	394.50	395.00	203.00	9.00	212.00	42.50	160.00	32.00	234.50	372.00	12,387.60	52.00	1,731.60	
3090	TREVINO	LEONARD	449.50	400.00	201.00	9.00	210.00	97.50	153.00	32.00	282.50	377.00	8,799.18	57.00	1,330.38	
3098	WALKER	MICHAEL	348.00	413.00	197.00	9.00	206.00	28.00	104.00	16.00	148.00	406.00	19,544.84	86.00	4,140.04	
3108	HAMILTON	ROBERT	348.00	379.00	195.00	9.00	204.00	20.00	144.00	4.00	168.00	384.00	13,762.56	64.00	2,293.76	
3119	MENDOZA	MONICA	325.25	371.25	192.00	8.00	200.00	0.00	146.00	16.00	162.00	363.25	6,952.61	43.25	827.81	
3131	MARTINEZ	CYNTHIA	384.50	451.75	192.00	8.00	200.00	32.50	92.25	16.00	140.75	443.75	10,073.13	123.75	2,809.13	

2017 PTO Buyout
City of Hobbs

Empl oyee #	Last name	First name	SOY	SOY	Earned			PAYOUT	Used YTD	Used YTD	Total Used	Available	Liability	Over Limit	PTO	PTO
			Balance	Balance	Earned YTD	YTD	Total								Buyout	Buyout
			2017	2018	2017	2018	Earned	2017	2017	2018				Amt	Over 320	Amt
3138	TARANGO	CECILIA	358.75	399.00	192.00	8.00	200.00	38.75	113.00	12.00	163.75	395.00	6,888.80	75.00	1,308.00	
3140	RANDALL	THOMAS	411.00	408.00	240.00	10.00	250.00	55.00	188.00	24.00	267.00	394.00	28,186.76	74.00	5,293.96	
3226	TAYLOR	BRENDA	248.00	344.00	192.00	8.00	200.00	0.00	96.00	0.00	96.00	352.00	12,355.20	32.00	1,123.20	
3237	ADAME	RODOLFO	439.00	426.00	192.00	8.00	200.00	119.00	86.00	0.00	205.00	434.00	9,986.34	114.00	2,623.14	
3246	CRANE	FRANKIE	351.50	448.50	192.00	8.00	200.00	31.50	63.50	27.00	122.00	429.50	16,050.42	109.50	4,092.02	
3267	EUBANK	NATHAN	223.50	333.50	192.00	8.00	200.00	0.00	82.00	0.00	82.00	341.50	10,989.47	21.50	691.87	
3369	CLAY	TENNIE	432.50	459.25	192.00	8.00	200.00	104.75	60.50	0.00	165.25	467.25	9,559.94	147.25	3,012.74	
3465	USSERY	BRYAN	414.25	428.00	192.00	8.00	200.00	94.25	84.00	0.00	178.25	436.00	13,764.52	116.00	3,662.12	
3491	CAMPOS	JACOB	292.00	372.00	192.00	8.00	200.00	0.00	112.00	4.00	116.00	376.00	8,892.40	56.00	1,324.40	
3503	BLEVINS	SHANE	460.00	384.00	192.00	8.00	200.00	124.00	144.00	0.00	268.00	392.00	17,267.60	72.00	3,171.60	
3509	HENRY	CHRISTOPHER	467.35	608.28	147.49	11.35	158.83	138.80	120.00	0.00	258.80	619.63	15,967.74	163.63	4,216.62	
3601	BROTHERTON	KENNETH	424.00	438.00	192.00	8.00	200.00	104.00	74.00	0.00	178.00	446.00	11,239.20	126.00	3,175.20	
3642	MARQUEZ	RAFAEL	506.42	641.78	272.28	11.35	283.63	2.42	134.50	72.00	208.92	581.13	11,721.29	125.13	2,523.77	
3650	HENRY	JULIA	402.00	448.00	192.00	8.00	200.00	82.00	64.00	0.00	146.00	456.00	8,007.36	136.00	2,388.16	
3652	DUNFORD	BARBARA	454.25	454.50	192.00	8.00	200.00	134.25	57.50	0.00	191.75	462.50	6,391.75	142.50	1,969.35	
3653	HUGHES	MATTHEW	431.00	476.00	192.00	8.00	200.00	111.00	36.00	20.00	167.00	464.00	19,710.72	144.00	6,117.12	
3665	OWENS	SALLY	422.00	455.50	192.00	8.00	200.00	102.00	56.50	0.25	158.75	463.25	6,809.78	143.25	2,105.78	
3677	BOWLER	ANNEMARIE	305.50	398.50	144.00	6.00	150.00	0.00	51.00	0.00	51.00	404.50	7,001.90	84.50	1,462.70	
3798	MEDINA	ORLANDO	281.50	331.00	179.00	8.00	187.00	0.00	129.50	3.00	132.50	336.00	10,869.60	16.00	517.60	
3833	SANFORD	JEFFREY	474.00	472.00	172.00	8.00	180.00	154.00	20.00	0.00	174.00	480.00	15,038.40	160.00	5,012.80	
3853	FUNK	MELISSA	481.00	378.00	168.00	7.00	175.00	161.00	110.00	0.00	271.00	385.00	9,097.55	65.00	1,535.95	
3864	FINNEY	ROYCE	413.00	404.25	168.00	7.00	175.00	93.00	83.75	0.00	176.75	411.25	8,957.03	91.25	1,987.43	
4017	PRIETO	JESSIE	427.75	329.00	168.00	7.00	175.00	101.75	165.00	2.00	268.75	334.00	4,903.12	14.00	205.52	
4055	AVILA	NOA	640.74	589.34	238.68	9.95	248.63	184.74	105.34	0.00	290.08	599.29	11,290.53	143.29	2,699.49	
4377	WHITE	AHMAAD	375.00	442.50	168.00	7.00	175.00	55.00	45.50	24.50	125.00	425.00	13,413.00	105.00	3,313.80	
4404	CORLEY	DUSTIN	389.50	383.50	168.00	7.00	175.00	69.50	104.50	23.25	197.25	367.25	8,634.05	47.25	1,110.85	
4486	TAYLOR	JANITA	456.50	380.75	168.00	7.00	175.00	136.50	107.25	0.00	243.75	387.75	5,874.41	67.75	1,026.41	
4504	CORRAL	DEBORAH	381.00	368.00	168.00	7.00	175.00	49.00	132.00	28.00	209.00	347.00	15,434.56	27.00	1,200.96	
4531	MARINOVICH	ADAM	585.96	564.48	204.48	8.52	213.00	81.96	144.00	0.00	225.96	573.00	9,219.57	117.00	1,882.53	
4586	FARRELL	SANDY	287.00	415.00	192.00	8.00	200.00	0.00	64.00	0.00	64.00	423.00	17,330.31	103.00	4,219.91	
4588	SANTA	SUSAN	462.00	471.50	168.00	7.00	175.00	120.00	38.50	10.00	168.50	468.50	7,097.78	148.50	2,249.78	
4619	RENDON	RICHARD	442.72	491.00	129.29	9.95	139.23	0.00	81.00	9.00	90.00	491.95	12,638.07	35.95	923.43	
4623	MEYERS	JOSEPH	377.85	574.68	235.83	9.95	245.78	0.00	39.00	10.00	49.00	574.63	12,837.12	118.63	2,650.08	
4625	SAENZ	RUBEN	279.00	364.00	164.00	7.00	171.00	0.00	79.00	0.00	79.00	371.00	6,874.63	51.00	945.03	
4632	GUERRERO	RICKY	395.50	425.00	162.00	7.00	169.00	75.50	57.00	0.00	132.50	432.00	15,785.28	112.00	4,092.48	
4781	YOUNGBLOOD	SCOT	414.00	408.00	144.00	6.00	150.00	94.00	56.00	0.00	150.00	414.00	10,884.06	94.00	2,471.26	
4923	LERMA	VICTORIA	349.00	374.75	144.00	6.00	150.00	29.00	89.25	0.00	118.25	380.75	7,127.64	60.75	1,137.24	
4932	CREED	LONNIE	350.64	531.12	204.48	8.52	213.00	0.00	24.00	0.00	24.00	539.64	8,510.12	83.64	1,319.00	
5036	HOWELL	LINDA	320.00	372.00	144.00	6.00	150.00	0.00	92.00	0.00	92.00	378.00	16,556.40	58.00	2,540.40	
5079	WINFIELD	LESLIE	325.94	501.42	204.48	8.52	213.00	0.00	29.00	15.00	44.00	494.94	10,388.79	38.94	817.35	

2017 PTO Buyout
City of Hobbs

Empl oyee #	Last name	First name	SOY	SOY	Earned		PAYOUT	Used YTD	Used YTD	Total Used	Available	Liability	PTO		PTO		
			Balance 2017	Balance 2018	Earned YTD 2017	YTD 2018		Total Earned	2017				2018	Buyout Amt	Over 320 Amt		
													7,688.68	233,289.13			
2681	ROWLETT	FRANÇOISE	160.50	173.50	108.00	4.50	112.50	0.00	95.00	5.75	100.75	172.25	2,707.77	12.25	192.57		
														12.25	192.57		
3001	BENSON	STANLEY	278.75	315.75	213.00	9.00	222.00	0.00	176.00	0.00	176.00	324.75	9,846.42	-131.25		4.75	144.02
3877	TELLO	FRANCES	409.00	317.75	168.00	7.00	175.00	89.00	259.25	0.00	259.25	324.75	6,689.85	-131.25		4.75	97.85
3925	MARINOVICH	BRANDON	217.00	328.75	144.00	6.00	150.00	0.00	32.25	0.00	32.25	334.75	9,188.89	-121.25		14.75	404.89
4007	MACKEY	CORTEZ	355.25	358.50	168.00	7.00	175.00	31.00	164.75	7.00	171.75	358.50	7,757.94	-97.50		38.50	833.14
3693	CAZEE	GEORGE	359.25	375.50	182.00	8.00	190.00	0.00	165.75	0.00	165.75	383.50	8,218.41	-72.50		63.50	1,360.81
3236	BUTLER	STEVEN	520.75	413.00	192.00	8.00	200.00	32.75	299.75	32.00	331.75	389.00	9,378.79	-67.00		69.00	1,663.59
3763	MUNRO	MARK	377.00	399.00	179.00	8.00	187.00	57.00	157.00	10.00	167.00	397.00	12,529.32	-59.00		77.00	2,430.12
2945	BENAVIDES	JOHN	355.00	446.50	216.00	9.00	225.00	0.00	124.50	0.00	124.50	455.50	14,530.45	-0.50		135.50	4,322.45
															0.00	407.75	11,256.86
Totals														233,481.70	244,738.57		



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: SR 18 BEAUTIFICATION TREE REPLACEMENT
DEPT. OF ORIGIN: Parks & Recreation Department
DATE SUBMITTED: 1-9-2018
SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

The Attached CES proposal with Accent Landscaping provides for replacement of dead trees on the SR 18 Beautification and Trail Project. The City of Hobbs is responsible for ongoing maintenance on the trail and a total of 116 trees will be replaced with this project (see attached Lovington Trail Tree Report). There are 27 Desert Willows, on the Tree Report, that will not be replaced at this time as they are located in areas where new rock beds will be placed upon approval of that project by the Commission. There are also 3 Golden Rain trees that are not available at this time. Due to a very aggressive fertilization project, the number of dead trees has decreased. The staff that maintains the trail has worked very hard on this during the last year.

SR18 Beautification / Trail: The linear park improvement consists of over 2,000 trees. The attached CES Task Order includes replacing 116 trees (6% of total). Breakdown of trees to be replaced is attached. Scope of work includes the removal, disposal, furnish, install, as necessary for the complete installation. In addition, replacement of drip rings, re-mulching tree wells as needed. No Trees were replaced last year or the year before.

Fiscal Impact:

Reviewed By: _____

Finance Department

Total CES Contract: \$170,205.98 (including GRT)
 Budget Line: 46-4046-44901-00034 (SR 18 Trail)
 Available Budget: \$378,452.87

Attachments: CES Proposal / SR 18 Trail Tree Report

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Staff recommends that the City Commission consider approval of a CES Contract with Accent Landscaping

Approved For Submittal By:

Doug McDaniel
 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. _____



Job Order Contract

Price Proposal Summary - CSI

www.eziqc.com

Date: December 19, 2017
Contract Number: 2016-002B-ALC-R6
Job Order Number: 50051.00
Job Order Title: City of Hobbs Tree Demo & Installation #2
Contractor: Accent Landscape Contractors
Proposal Value: \$170,205.98
Proposal Name: City of Hobbs Tree Demo & Installation #2
Detailed Scope: Installation of 116 trees for the city of Hobbs

01 - General Requirements:	\$20,177.40
31 - Earthwork:	\$14,906.93
32 - Exterior Improvements:	\$135,121.65
Proposal Total	\$170,205.98

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: December 19, 2017
Contract Number: 2016-002B-ALC-R6
Job Order Number: 50051.00
Job Order Title: City of Hobbs Tree Demo & Installation #2
Contractor: Accent Landscape Contractors
Proposal Value: \$170,205.98
Proposal Name: City of Hobbs Tree Demo & Installation #2
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.2862-NWH Requiring State Wage Rates (Outside Tribal Land) > \$60,000

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
1	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax -- Varies by County	\$10,220.70
			Installation	Quantity 10,220.70 x Unit Price \$1.00 x Factor 1.0000 =	Total \$10,220.70
2	01 22 16 00 0005		EA	Job Order Development Services	\$9,471.30
			Installation	Quantity 9,471.30 x Unit Price \$1.00 x Factor 1.0000 =	Total \$9,471.30
3	01 22 16 00 0006		EA	New Mexico Gross Receipts Tax -- Out of State Vendor	\$485.40
			Installation	Quantity 485.40 x Unit Price \$1.00 x Factor 1.0000 =	Total \$485.40
Subtotal for 01 - General Requirements:					\$20,177.40
31 - Earthwork					
4	31 13 13 00 0009		EA	Up To 6" Diameter Stump RemovalIncludes excavation necessary to remove stump and loading.	\$772.49
			Installation	Quantity 11.00 x Unit Price \$54.60 x Factor 1.2862 =	Total \$772.49
5	31 13 13 00 0010		EA	>6" To 12" Diameter Stump RemovalIncludes excavation necessary to remove stump and loading.	\$14,134.44
			Installation	Quantity 105.00 x Unit Price \$104.66 x Factor 1.2862 =	Total \$14,134.44
Subtotal for 31 - Earthwork:					\$14,906.93
32 - Exterior Improvements					
6	32 84 13 00 0035		EA	1/4", Self Piercing Barbed Coupling For Irrigation Tubing (Rainbird SFB025)	\$1,451.86
			Installation	Quantity 664.00 x Unit Price \$1.70 x Factor 1.2862 =	Total \$1,451.86
7	32 84 13 00 0036		EA	1/4", Plug For Irrigation Tubing (Rainbird EMAGPX)	\$1,127.33
			Installation	Quantity 664.00 x Unit Price \$1.32 x Factor 1.2862 =	Total \$1,127.33
8	32 84 13 00 0045		EA	0.5 To 2 GPH, Single Outlet, Pressure Compensating Emitter For Drip Emitter Irrigation Systems (Rainbird XB20PC)	\$1,225.54
			Installation	Quantity 332.00 x Unit Price \$2.87 x Factor 1.2862 =	Total \$1,225.54
9	32 93 43 00 0296		EA	12' Pittosporum phillyraeoides - Willow Pittosporum	\$7,635.93
			Installation	Quantity 11.00 x Unit Price \$539.71 x Factor 1.2862 =	Total \$7,635.93

Price Proposal Detail - CSI Continues..

Job Order Number:

Job Order Title:

Rec#	CSI Number	Mod.	UOM	Description	Line Total											
32 - Exterior Improvements																
10	32 93 43 00 0695		EA	6" To 6-1/2" Caliper Quercus virginiana - Live Oak	\$114,819.07											
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>79.00</td> <td>x</td> <td>Unit Price</td> <td>\$1,130.00</td> <td>x</td> <td>Factor</td> <td>1.2862</td> <td>=</td> <td>Total</td> <td>\$114,819.07</td> </tr> </table>	Quantity	79.00	x	Unit Price	\$1,130.00	x	Factor	1.2862	=	Total	\$114,819.07	
Quantity	79.00	x	Unit Price	\$1,130.00	x	Factor	1.2862	=	Total	\$114,819.07						
11	32 93 43 00 0916		EA	12' Cedrus decurrens - Incese Cedar	\$8,861.92											
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>26.00</td> <td>x</td> <td>Unit Price</td> <td>\$265.00</td> <td>x</td> <td>Factor</td> <td>1.2862</td> <td>=</td> <td>Total</td> <td>\$8,861.92</td> </tr> </table>	Quantity	26.00	x	Unit Price	\$265.00	x	Factor	1.2862	=	Total	\$8,861.92	
Quantity	26.00	x	Unit Price	\$265.00	x	Factor	1.2862	=	Total	\$8,861.92						
Subtotal for 32 - Exterior Improvements:					\$135,121.65											
Proposal Total					\$170,205.98											

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

LOVINGTON TRAIL TREE REPORT

12/15/2017

		EASTERN RED CEDAR	CEDAR ELM	DESERT WILLOW	RED OAK	LIVE OAK	OKLAHOMA REDBUD	WHITEBUD	GOLDEN RAIN	PISTACHIO	TOTAL
PHASE A	DEAD	7	0	0	2	2	0	0	0	0	11
	LIVE	160	19	32	17	32	44	16	0	0	320
	TOTAL	167	19	32	19	34	44	16	0	0	331

												TOTAL
PHASE B-EAST	DEAD	1	0	0	4	11	0	0	0	0	0	16
	LIVE	49	27	45	24	32	0	0	0	0	0	177
	TOTAL	50	27	45	28	43	0	0	0	0	0	193

												TOTAL
PHASE B-WEST	DEAD	1	0	27	3	10	0	0	0	0	0	41
	LIVE	265	39	122	57	34	0	0	0	0	0	517
	TOTAL	266	39	149	60	44	0	0	0	0	0	558

												TOTAL
PHASE C-1	DEAD	17	9	11	21	17	0	0	3	0	0	78
	LIVE	514	59	182	26	45	0	0	16	15	0	857
	TOTAL	531	68	193	47	62	0	0	19	15	0	935

DEAD	26	9	38	30	40	0	0	3	0	0	146
ALIVE	988	144	381	124	143	44	16	16	15	0	1871
TOTAL	1014	153	419	154	183	44	16	19	15	0	2017



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH FRENCH BROTHERS, INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 8, 2018
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: French Brothers, Inc. has requested a Development Agreement concerning the development of single-family housing units located within the Zia Crossing Subdivision. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00. The terms of the attached DA is based on the 2018 Housing Incentive Policy adopted per Resolution #6579.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

FY18 Budget \$500,000.00
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. 6622

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH FRENCH BROTHERS, INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with French Brothers, Inc. 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 16th day of January, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2017

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

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

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

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

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

Development Agreements cannot be encumbered until final 2018 DFA Approval.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

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

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

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

Attachments: Resolution, Incentive Programs.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

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

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 6579

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

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

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

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

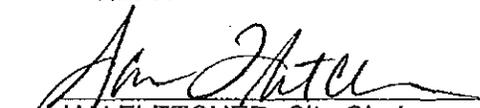
NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves and adopts the market rate multi-family and single family unit production municipal infrastructure reimbursement incentive program for fiscal year 2018, as attached hereto and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

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



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



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

Municipal Infrastructure Reimbursement - Incentive Program

Program Highlights:

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

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

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this ____ day of ____ 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and French Brothers, Inc., PO Box 593, Alamogordo, NM 88310, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing 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 Housing Developer Services work for the development of market rate single-family units, to be produced within 180 days of ratification of this agreement, within Zia Crossing Subdivision located within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate 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 Hobbs Single Family Housing Project. 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 as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

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 Single Family Market Rate 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. The Developer shall build market rate housing on the property identified in the Developer's Proposal.

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. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2018 are eligible through 12/31/2018.

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 with 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 housing project. 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 and the Developer's proposal, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

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 work program 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. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The 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 French Brothers, Inc., PO Box 593, Alamogordo, NM 88310 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

Mike H. Stone, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not 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.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 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: January 8, 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 Zia Crossing Subdivision. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00. The terms of the attached DA is based on the 2018 Housing Incentive Policy adopted per Resolution #6579.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

FY18 Budget \$500,000.00
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. 6623

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 16th day of January, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2017

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

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

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

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

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

Development Agreements cannot be encumbered until final 2018 DFA Approval.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

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

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

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

Attachments: Resolution, Incentive Programs.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

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

Approved For Submittal By:

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Department Director

[Signature]
City Manager

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 6579

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

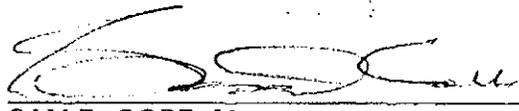
WHEREAS, the City of Hobbs recognizes the need for an adequate supply of market rate rental and single family housing units; and

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

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

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

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



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



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

Municipal Infrastructure Reimbursement - Incentive Program

Program Highlights:

1. **Yearly Program Budget:** City Commission will determine funding levels for this program and may increase or decrease levels from time to time.
2. **Development Agreement:** Each encumbrance to the budget will be supported by a Commission approved Development Agreement.
3. **Incentives** are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2017 are eligible through 12/31/2017.
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4. **Development Agreement:** Incentive not to exceed \$100,000.00 per Development Agreement. A Developer holding an active incentive DA shall be required to complete no less than 75% of the DA prior to being a party to a new Incentive Development Agreement. The term for any development agreement shall be limited to 6 months, unless otherwise approved by the City Commission.
5. **Time of Disbursement:** Funds to be disbursed after issuance of Certificate of Occupancies per unit.

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

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this _____ day of _____ 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and 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 Housing 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 Housing Developer Services work for the development of market rate single-family units, to be produced within 180 days of ratification of this agreement, within Zia Crossing Subdivision located within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate 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 Hobbs Single Family Housing Project. 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 as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

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 Single Family Market Rate 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. The Developer shall build market rate housing on the property identified in the Developer's Proposal.

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. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2018 are eligible through 12/31/2018.

a. Incentive not to exceed per square footage basis:

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 - 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 with 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 housing project. 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 and the Developer's proposal, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

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 work program 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. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The 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

Mike H. Stone, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not 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.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 16, 2018

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 8, 2018
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: ABS Homes has requested a Development Agreement concerning the development of single-family housing units located within the Zia Crossing Subdivision. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00. The terms of the attached DA is based on the 2018 Housing Incentive Policy adopted per Resolution #6579.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

FY18 Budget \$500,000.00

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. 6624

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 16th day of January, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2017

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

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

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

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

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

Development Agreements cannot be encumbered until final 2018 DFA Approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

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

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

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

Attachments: Resolution, Incentive Programs.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

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

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6579

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

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

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

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

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

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



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



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

Municipal Infrastructure Reimbursement - Incentive Program

Program Highlights:

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

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

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this _____ day of _____ 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ABS Homes, 4915 W. Big Red Rd., 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 Housing 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 Housing Developer Services work for the development of market rate single-family units, to be produced within 180 days of ratification of this agreement, within Zia Crossing Subdivision located within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate 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 Hobbs Single Family Housing Project. 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 as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

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 Single Family Market Rate 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. The Developer shall build market rate housing on the property identified in the Developer's Proposal.

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. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2018 are eligible through 12/31/2018.

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 with 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 housing project. 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 and the Developer's proposal, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

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 work program 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. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The 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 ABS Homes, 4915 W. Big Red Rd., 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

Mike H. Stone, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not 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.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____