

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

City Manager

J. J. Murphy

August 15, 2016



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

Monday, August 15, 2016 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
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*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 1, 2016, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

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.)

2. Consideration of Approval of Amended Minutes from the Following City Commission Meetings (to include clarification language regarding closed Executive Sessions): *(Mike Stone)*
 - August 5, 2013
 - November 4, 2013
 - November 18, 2013
 - December 2, 2013
 - April 7, 2014
 - May 19, 2014
 - July 7, 2014
 - October 20, 2014
 - November 3, 2014
 - January 20, 2015
 - March 2, 2015
 - April 6, 2015
 - May 4, 2015
 - May 19, 2015
 - October 19, 2015
 - December 7, 2015
 - February 16, 2106
 - April 4, 2016
 - May 2, 2016
3. Consideration of Approval of Amendment No. 1 to the Utility Extension Agreement Between the City of Hobbs and Jose Florez *(Todd Randall)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

4. **PUBLIC HEARING**: Consideration of FY 2017-18 Grant Application and Request for Coordination of Transportation Services *(Jan Fletcher)*
5. Resolution No. 6472 - Approving an Option to Purchase Property at 3425 North Northwest, Hobbs, New Mexico, to Linda Howell *(Mike Stone)*
6. Consideration of Approval and Authorizing use of the New Mexico State Contract Agreement with Dustrol, Inc., for Hot-In-Place Asphalt Recycle of Various City Streets in the Amount of \$795,040.58 GRT Included *(Ronny Choate)*
7. Consideration of Approval of a Memorandum of Agreement with the Hobbs Municipal Schools Regarding the 21st Century Grant *(Doug McDaniel)*
8. Resolution No. 6473 - Approving the FY 2018-2022 Infrastructure Capital Improvement Plan (ICIP) *(Kevin Robinson)*

9. Consideration of Approval of RFP #482-16 for Biofiltration Coating and Recommendation to Award the Contract to Riley Industrial Services, Inc., in the Amount of \$162,719.23 GRT Included (*Tim Woomer*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:

- ▶ Regular Meeting - ***Tuesday, September 6, 2016** at 6:00 p.m.
(*moved to Tuesday because of the Labor Day Holiday)

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.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 9, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of August 1, 2016

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

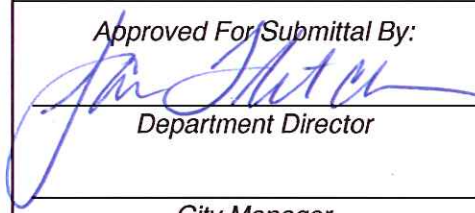
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 1, 2016, 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 Jonathan Sena
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Don Gerth

Absent: Commissioner Garry A. Buie

Also present: J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Chris McCall, Police Chief
Manny Gomez, Fire Chief
Chris Davis, Battalion Chief
Paul Thompson, Fire Captain
Shawn Williams, Fire Marshal
Manny Marquez, Building Official
Ronny Choate, General Services Director
Ron Roberts, Information Technology Director
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Nicholas Goulet, Human Resources Director
Shannon Carter, Municipal Court Clerk
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Meghan Mooney, Director of Communications
Raymond Bonilla, Community Services Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
50 citizens

Invocation and Pledge of Allegiance

Mayor Cobb stated Commissioner Buie's father passed away and he will not be attending tonight's meeting. He requested prayers of support for the Buie Family during this difficult time.

Commissioner Sena delivered the invocation and Commissioner Calderón led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on July 18, 2016, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations or awards of merit presented.

Public Comments

Mr. Dondrell Austin addressed concerns regarding a landlord's responsibility for a tenant's delinquent water bill once they have moved out of the residence. Mr. Efen Cortez, Assistant City Attorney, stated by State Statute, the landlord is not liable for a tenant's delinquent water bill if the landlord submits a letter in writing stating they will not be responsible. He recommended that Mr. Austin submit a letter to the Water Office listing all of his rental properties and stating that he will not be responsible for any future delinquent water bills that are unpaid by the tenant. Mr. Cortez further recommended to include the tenant's information. Although it is not a requirement, Mr. Cortez stated it will assist the City in making attempts to collect those funds from the tenants. Mayor Cobb agreed.

Consent Agenda

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

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

Resolution No. 6466 - Resolution of Support for FY 17-18 Grant Application for Public Transportation

Resolution No. 6467 - Appointing Mayor Pro Tem Joseph D. Calderón as the Voting Delegate and Appointing Mayor Sam Cobb as the Alternate Delegate for the NMML Conference in Hobbs

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

Discussion

There were no items presented for discussion.

Action Items

Resolution No. 6468 - Authorizing a Grant Agreement with the J. F Maddox Foundation for the Design and Construction of an Indoor Recreation and Wellness Center (HWLC)

Mayor Cobb thanked everyone for their attendance this evening and read the following prepared statement:

"Before I request Mr. J.J. Murphy, City Manager, make his presentation related to the proposed Grant Agreement between the City and the J. F Maddox Foundation that will provide a portion of the funds for the design, construction and equipping of the proposed Health Wellness and Learning Center, there are some individuals and organizations that I want to introduce and acknowledge who have been and will continue to be an integral part of what continues to be the largest public/private partnership in Lea County history. The Quality of Life Committee was formed by the leaders of our community approximately four years ago with a goal of exploring the economic development and quality of life improvements needed and wanted for all of the communities in Lea County. The original participants in this informal group were Jim Maddox and Bob Reid with the J. F Maddox Foundation; Dr. Steve McCleery, Dan Hardin, Guy Kesner and Scotty Holloman with New Mexico Junior College; T.J. Parks and Gene Strickland with the Hobbs Municipal Schools; Gregg Fulfer, Ron Black and Mike Gallagher representing the Lea County Commission; Dr. Gary Dill and Dr. William Weidner with the University of the Southwest and representing the Hobbs City Commission were John Boyd, Jonathan Sena and myself. In addition, representing the Hobbs City Staff were J.J. Murphy, Ronnie Choate, Doug McDaniel, Todd Randall, Mike Stone and Toby Spears. Due to the retirements of Dr. McCleery and Dr. Dill, Dr. Kelvin Sharp (NMJC) and Dr. Quinn Thurman (USW) have joined the Committee. Additionally, Hobbs City Commissioner Garry Buie has taken the place of John Boyd. I thank all of members for their time and support of the work of the Committee and appreciate those who are in attendance

tonight. There are also a number of local residents and staff members of the participating organizations who have provided very valuable information and service to the Committee and, on the Committee's behalf, I thank them for their service. As a result of the Committee's goals to leverage the investment of capital funds and operating funds, every community in the County through various public/public and/or public/private partnerships have seen improvements in their communities. I think that I can speak on behalf of all of the members of the Quality of Life Committee that we would like our legacy to be that the organizations represented on the Committee continue to collaborate and utilize their respective capital and operating dollars to maximize investments in economic development and quality of life projects to benefit all the residents in Lea County and our region. In addition to the substantial funds being committed by the J. F Maddox Foundation under the terms of the above Grant Agreement, I want to remind everyone that some months ago, the City, NMJC, the Hobbs Schools and the County entered into a Memorandum of Understanding related to this project. Under the terms of the MOU, the City, NMJC, the Hobbs Schools and the State of NM will be providing the balance of the capital funds needed to complete this facility and the City, NMJC, the Hobbs Schools and the County will contribute operating funds to support this facility. The recent downturn in the oil patch has reminded us all of the need to diversify our local economy. If the Commission approves this Grant Agreement and the related resolutions on the agenda this evening, we are well on our way to creating a destination for Hobbs and Lea County that will be the envy of not only small towns in our country but many of the metropolitan areas as well. The proposed facility will provide recreational opportunities for all ages both for visitors and residents and will be a powerful recruiting tool for our economic development efforts. It will truly put Lea County on the map for a special place to "Live Work and Play".

Mr. J. J. Murphy, City Manager, explained the resolution and stated the HWLC is a monumental project that has been in the making for the past four years by the members of the Quality of Life Committee. He stated it has taken a thousand staff hours, volunteer work, community input and the support of this Commission to make this project possible. He further stated staff and community members traveled to some of the best facilities in the United States in order to see the vision of a community multi-recreational facility.

Mr. Murphy stated 4th graders from Mills Elementary School voted on the play features they wanted to have in the HWLC and the committee moved forward with those desires. He stated this is a "game changer" which will put Lea County on the map because of the amenities it will offer, including 40-foot indoor water slides, the largest in New Mexico, one of the fastest pools in the State and an indoor playground structure that will be the envy of every other community. He added the HWLC project will increase economic development opportunities, spur commercial development in that corridor, and have kids from 300 miles away asking their parents to have their birthday parties at the facility. Mr. Murphy stated we stand together as a community and redefine public/private partnership

to build an indoor recreation facility. He presented a PowerPoint presentation displaying the design of the HWLC.

Mr. Murphy explained the Grant Agreement defines the contributions of all capital funding partners and details the fiscal impact of the project. The total contribution by the J. F Maddox Foundation is the initial grant funding of \$25 million and a supplemental grant in the amount of \$2.5 million for a portion over the original \$61 million cost for the complete project.

Commissioner Newman moved that Resolution No. 6468 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Approval of Contract Amendment No. 3 (GMP Amendment) with Haydon Building Corporation for a New Health Wellness and Learning Center (HWLC).

Mr. Murphy explained the contract and stated Haydon Building Corporation was awarded the CMAR contract for the HWLC which included the City of Hobbs and partners throughout the bidding documents. He stated the contract with Haydon was amended to add the NMJC and HMS as "Owners" to the contract. Mr. Murphy further stated the City Commission approved Contract Amendment No. 2 to address changes in the scope of work and contract construction. In addition, an Early Work release was approved for the Structural Steel Detailing/Shop Drawings and Play Feature Structural Foundation Details. He stated Haydon released the 100% construction plans and specifications to potential/interested subcontractors. A Best Value Assessment (BVA) was provided by Haydon and the design team to create an overall budget of \$63.5 million which was shared with the capital funding partners.

Commissioner Sena stated he is sure Haydon Building Corporation will do a great job constructing the HWLC. He recommended Haydon Building Corporation reach out to local contractors and utilize them as much as possible. Mr. Murphy stated Haydon has sent out notices to local contractors for their assistance with the HWLC project. He stated some local contractors have responded.

Commissioner Calderón moved to accept the Contract Amendment No. 3 with Haydon Building Corporation in the total contract amount of \$53,731,265.00 for the HWLC construction as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Authorization Letter No. 4 for RFP No. 464-15 to BRS (Barker Rinker Seacat Architecture) for Construction Administration Services for a New Health Wellness and Learning Center (HWLC).

Mr. Murphy stated the City Commission awarded the HWLC Professional Design Services to Barker Rinker Seacat Architecture (BRS) for the Schematic Design services in 2014 and authorized proceeding with the Design Development Plans. He stated BRS was authorized to proceed with the Construction Documents and Bidding/ Negotiation phase in 2015. Mr. Murphy stated Letter No. 4 for RFP No. 464-15 is submitted to the Commission for its consideration to authorize the Construction Administration phase of the contract.

Commissioner Newman moved to approve Authorization Letter No. 4 with BRS in the total contract price of \$5,176,334.03 plus GRT for construction administration services for the HWLC. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1095 - Repealing Chapter 10 of the Hobbs Municipal Code in its Entirety; Repealing Section 1.12.100 of the Hobbs Municipal Code; and Adopting a New Chapter 10 Titled the "Uniform Traffic Ordinance"; and Adopting a Penalty Assessment Program.

Mr. Cortez recognized Capt. Michael Walker of the Hobbs Police Department and Ms. Shannon Carter, Hobbs Municipal Court Clerk in the audience. He stated adoption of a New Chapter 10 Titled the "Uniform Traffic Ordinance" and adoption of a Penalty Assessment Program were discussed at the Commission meeting held on May 2, 2016, and a work session held June 6, 2016. He stated the Commission voted on July 5, 2016, to consider adoption of the ordinance at a later date. Mr. Cortez stated the proposed ordinance is presented to the Commission tonight for final approval.

In reply to Mr. Joe Cotton's question, Capt. Walker stated the Uniform Traffic Ordinance only applies to traffic violations.

Mayor Cobb stated the Penalty Assessment Program will change the payment options and violators who plead guilty can appear in front of the Traffic Bureau as opposed to seeing the Judge.

Proper publication having been made, and there being no further public comment or further discussion, Commissioner Sena moved that Ordinance No. 1095 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Sena yes, Taylor yes, Newman yes, Gerth yes, Calderón yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Mr. Cortez stated the new Uniform Traffic Ordinance and Penalty Assessment Program will become effective on September 5, 2016.

Mayor Cobb stated the new Uniform Traffic Ordinance and Penalty Assessment Program will be posted on the City's website. He further stated citizens will not have to pay any cost if they do not break the traffic laws.

Commissioner Sena expressed appreciation to Capt. Walker, Mr. Cortez and Ms. Carter and stated they have done a great job to implement the new ordinance and penalty fees.

FINAL ADOPTION: Ordinance No. 1096 - Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of Lot 1 Within the Hobbs Industrial Airpark South Subdivision, Containing 3.61 Acres, to Bridgeway Properties, LLC, for the Purchase Price of \$83,200.00.

Mr. Kevin Robinson, Development Coordinator, explained the ordinance and stated the City of Hobbs is proposing to sell a municipally owned parcel comprised of Lot 1 in the H.I.A.P. South subdivision, containing 3.61 +/- acres to Bridgeway Properties, LLC., for the purchase price of \$83,200.00. He stated Bridgeway Properties, LLC, has already purchased Lot 2. Mr. Robinson stated the purpose of the sale is for economic development. He stated the Commission authorized publication of the proposed ordinance on July 5, 2016.

Proper publication having been made, and there being no further public comment or further discussion, Commissioner Calderón moved that Ordinance No. 1096 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Sena yes, Taylor yes, Newman yes, Gerth yes, Calderón yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1097 - Consenting to the Navajo Annexation of 1.3169 Acres, Which is Presently Not Included in the City Limits, as Requested by the Property Owners and as Approved by the Planning Board.

Mr. Robinson stated the Navajo Annexation area contains 1.3169 +/- acres and is located Northwest of the intersection of East Navajo Drive and the projection of Ranchland. He stated the Commission authorized publication of the proposed ordinance on July 5, 2016.

Proper publication having been made, and there being no further public comment or further discussion, Commissioner Calderón moved that Ordinance No. 1097 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Sena yes, Taylor yes, Newman yes, Gerth yes, Calderón yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Resolution No. 6469 - Approving MOA with NMDOT for FY 16-17 Public Transportation.

Ms. Jan Fletcher, City Clerk, explained the resolution and stated the Memorandum of Agreement with NMDOT is for the continued operation of Public Transportation Services for FY 16-17 beginning October 1, 2016, through September 30, 2017. She stated the City's FY 16-17 revised budget includes \$1,245,502.17 for personnel, operating, and capital expenditures. Ms. Fletcher stated the total grant revenue and fares for FY 16-17 are projected at \$805,731.18.

In response to Commissioner Gerth's question, Ms. Fletcher stated the buses purchased with capital funds will be replacement vehicles.

Commissioner Sena moved that Resolution No. 6469 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6470 - Approving a Development Agreement with Black Gold Estates, LLC, Concerning the Development of Market Rate Single Family Housing.

Mr. Robinson stated Black Gold Estates, LLC, has requested a development agreement concerning the development of single-family housing units located within the Zia Crossing Subdivision. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount of \$200,000.00 provided by the City.

In reply to Commissioner Newman's question, Mr. Robinson stated the City's incentive to developers for the development of market rate single family housing is only for infrastructure.

Commissioner Newman stated at a previous Commission meeting, one of the local realtors stated there are currently 269 homes available for sale in Hobbs and he feels that is sufficient housing.

Mayor Cobb stated the realtor at the previous Commission meeting stated Hobbs has a healthy housing. He stated the Commission needs to continue to support housing until the cost of housing decreases. Mayor Cobb stated the City will monitor affordable housing closely.

Commissioner Calderón moved that Resolution No. 6470 be adopted as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman no, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion

carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6471 - Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single Family Housing.

Mr. Robinson stated French Brothers, Inc., has requested a development agreement concerning the development of single-family housing units located within the Zia Crossing Subdivision. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount of \$200,000.00 provided by the City.

Commissioner Calderón moved that Resolution No. 6471 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman no, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated tonight's meeting was historic and Hobbs is in exciting times.

Mr. Murphy stated he and the Mayor are serving on the NMML Tax Reform Committee. He stated the State is in a shortfall of approximately \$160 to \$300 million in its current budget. Mr. Murphy stated the State is considering a special Legislative session to consider tax reform.

Mr. Murphy commended Mr. Paul Thompson, Fire Captain, and Mr. John Haydon Able, Fire Fighter Paramedic, for assisting with the fire in Timberon, New Mexico.

Mr. Murphy thanked his family for being in attendance at tonight's meeting.

Commissioner Gerth stated he is humbled to be here on the Commission and be part of the construction of the HWLC project. He stated it is truly an amazing project to see built.

Commissioner Sena thanked all the partners for their leadership in the HWLC project.

Commissioner Sena acknowledged Pastor Winfred Gipson in the audience tonight.

Commissioner Taylor thanked everyone from District 3 for being at tonight's meeting.

Commissioner Calderón also thanked all the partners in the HWLC project. He expressed special thanks the J. F Maddox Foundation for their continuous donations in the community as they also funded the Teen Center.

Commissioner Newman also thanked all the partners for their leadership in the HWLC project. He expressed special thanks to the J. F Maddox Foundation for their continuous support in the community.

Mayor Cobb stated it is a pleasure and honor to be the Mayor of Hobbs during these exciting times.

Adjournment

There being no further discussion or business, Commissioner Calderón moved that the meeting adjourn. Commissioner Sena seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: Approval of Amended Minutes From Past City Commission Meetings

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: August 8, 2016
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

A Complaint for Violation of Open Meetings was received by the City concerning specificity of minutes from closed Executive Meetings. Recently an opinion by the New Mexico Attorney General's Office suggests local governments should be more specific in their posting and minutes of a closed session. This approval of nineteen amended minutes will remedy the situation.

The closed sessions in question were not in substantive violation of the Open Meetings Act; however, the amended minutes will satisfy the specificity requirements of the Act. There is no substantive change in the minutes of each meeting. The minutes reflect with specificity the basis for each closed meeting.

Fiscal Impact:

There is no fiscal impact

Reviewed By: _____


Finance Department

Attachments:

Amended minutes from closed Executive Sessions

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation: The Commission should approve the amended minutes

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. _____

AMENDMENT OF
MINUTES FROM AUGUST 5, 2013

Approval of Minutes

Mayor Cobb stated the City Commission convened in closed session on Monday, August 5, 2013, at 4:00 p.m. in the Conference Room for discussion of the purchase, acquisition or disposal of real property and limited personnel matters, specifically the City Manager's annual performance evaluation and the possible sale of real property at the Hobbs Industrial Air Park. The matters discussed in the closed meeting were limited only to matters related to the purchase, acquisition or disposal of real property and limited personnel matters, specifically to the City Manager's annual performance evaluation and the possible sale of real property at the Hobbs Industrial Air Park. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM NOVEMBER 4, 2013

Approval of Minutes

On Monday, November 4, 2013, at 5:45 p.m., the City Commission convened in closed session pursuant to Section 10-15-1(H)(8) (N.M.S.A., 1978) for discussion of the purchase, acquisition or disposal of real property. Specifically, there was a discussion of the acquisition of real property in downtown Hobbs for affordable housing. The matters discussed in the closed meeting were limited only to discussion of matters of the purchase, acquisition or disposal of real property. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM NOVEMBER 18, 2013

Approval of Minutes

Mayor Cobb stated on Monday, November 4, 2013, at 5:30 p.m., the City Commission convened in closed session pursuant to Section 10-15-1(H)(8) (N.M.S.A., 1978) for discussion of the purchase, acquisition or disposal of real property. Specifically, there was a discussion of the acquisition of real property in downtown Hobs for affordable housing. The matters discussed in the closed meeting were limited only to discussion of matters of the purchase, acquisition or disposal of real property. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM DECEMBER 2, 2013

Approval of Minutes

Mayor Cobb stated the City Commission convened in closed session on Monday, December 2, 2013, at 5:30 p.m., pursuant to Section 10-15-1 (H)(8) (N.M.S.A., 1978) for discussion of the purchase, acquisition or disposal of real property. Specifically, there was a discussion of the purchase and acquisition (exchange) of real property in Eastern Hobbs. The matters discussed in the closed meeting were limited only to discussion of matters of the purchase, acquisition or disposal of real property. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM April 7, 2014

Approval of Minutes

The City Commission convened in closed session on Monday, March 24, 2014, at 4:00 p.m., in the Conference Room at City Hall, 1st Floor Annex, 200 E. Broadway, Hobbs, NM, pursuant to Section 10-5-1 (H)(8) and Section 10-15-1 (H)(2) (N.M.S.A., 1978) for the discussion of the purchase, acquisition or disposal of real property and limited personnel matters. Specifically, there was a discussion of the acquisition of real property in downtown Hobbs for affordable house and consideration of complaints against a public employee. The matters discussed in the closed meeting were limited only to matters related to the purchase, acquisition or disposal of real property and limited personnel matters.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM MAY 19, 2014

Approval of Minutes

The City Commission convened in closed session on Monday, May 19, 2014, at 3:45 p.m., pursuant to Section 10-15-1 (H)(8) (N.M.S.A., 1978) for discussion of the purchase, acquisition or disposal of real property. Specifically, there was a discussion of the sale of real property at the Hobbs Industrial Air Park. The matters discussed in the closed meeting were limited only to discussion of matters of the purchase, acquisition or disposal of real property. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM JULY 7, 2014

Approval of Minutes

The City Commission convened in closed session on Wednesday, June 25, 2014, at 5:00 p.m., in the Conference Room at City Hall, 1st Floor Annex, 200 E. Broadway, Hobbs, NM pursuant to Section 10-15-1 (H) (2) (N.M.S.A., 1978) for the discussion of limited personnel matters. Specifically, there was consideration of complaints against a public employee. The matters discussed in the closed meeting were limited only to discussion of limited personnel matters. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM OCTOBER 20, 2014

Approval of Minutes

The City Commission convened in closed session on Monday, October 20, 2014, at 5:30 p.m. pursuant to Section 10-15-1(H)(8) (N.M.S.A., 1978) for discussion of the purchase, acquisition or disposal of real property. Specifically, there was a discussion of the disposal of real property for affordable housing. The matters discussed in the closed meeting were limited only to discussion of matters specifically to the purchase, acquisition or disposal of real property. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM NOVEMBER 3, 2014

Approval of Minutes

The City Commission convened in closed session on Monday, November 3, 2014, at 5:45 p.m. pursuant to Section 10-15-1(H)((7) (N.M.S.A., 1978) for discussion of matters subject to attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. Specifically, there was a discussion of pending litigation in the following cases:

Singleton v. City of Hobbs
Estate of Dawn Gwenn vs. City of Hobbs

The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM JANUARY 20, 2015

Approval of Minutes

The City Commission convened in closed session on Tuesday, January 13, 2015, at 5:00 p.m. for discussion of matters subject to attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant and limited personnel matters. Specifically, a discussion occurred regarding pending litigation as follows:

Matthew Ray vs. City of Hobbs
City of Hobbs vs. Lipham Construction

Also, a discussion occurred of a complaint against a public employee. The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant and limited personnel matters. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM MARCH 2, 2015

Approval of Minutes

The City Commission convened in closed session on Monday, February 23, 2015, at 4:00 p.m. in the Conference Room at City Hall, 1st Floor Annex, 200 E. Broadway, Hobbs, NM for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant and limited personnel matters. Specifically, a discussion occurred regarding pending litigation as follows:

City of Hobbs vs. Lipham Construction

Also, a discussion occurred regarding a complaint against a public employee. The matters discussed in the closed meeting were limited only to discussions of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant and limited personnel matters. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM APRIL 6, 2015

Executive Session. Mayor Cobb announced that the Commission will be meeting in Executive Session pursuant to §10-15-1(H)(7), N.M.S.A., 1978, for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. Specifically, a discussion occurred regarding a potential settlement of the following matter:

City of Hobbs vs. Lipham Construction

The matter in closed session were limited only to discussions of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. No action was taken during the meeting. Commissioner Newman moved to convene in Executive Session. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Cobb yes. The Commission convened in closed session at 7:30 p.m.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM MAY 4, 2015

Closed Sessions

The City Commission convened in closed session on Monday, May 4, 2015, at 5:30 p.m., for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. Specifically, a discussion occurred regarding pending litigation as follows:

Estate of Dawn Gwenn vs. City of Hobbs
Singleton vs. City of Hobbs

The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM MAY 19, 2015

Closed Sessions

The City convened in closed session on Tuesday, May 12, 2015 at 5:00 p.m., for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the city is or may become a participant and limited personnel matter. Specifically, a discussion occurred concerning a complaint against a public employee and a discussion of a possible lawsuit from an employee. The matter in closed session was limited only to discussions of limited personnel matters. The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant and limited personnel matters. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM OCTOBER 19, 2015

Approval of Minutes

The City Commission convened in closed executive session on Monday, October 19, 2015, at 7:05 p.m., for discussion of limited personnel matters. Specifically, a discussion occurred concerning a complaint against a public employee. The matter in closed session was limited only to discussions of limited personnel matters. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM DECEMBER 7, 2015

Executive Session

The City Commission convened in closed executive session on Monday, December 7, 2015, at 5:00 p.m., for discussion of the purchase, acquisition or disposal of real property or water rights. Specifically a discussion occurred regarding the possible purchase of water rights west of the City of Hobbs. The matter in closed session was limited only to discussion of possible purchase of water rights. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM FEBRUARY 16, 2016

Approval of Minutes

Mayor Cobb stated the City Commission convened in closed executive session on Tuesday, February 16, 2016, at 5:30 p.m., for discussion of the purchase, acquisition or disposal of real property. Specifically, a discussion occurred regarding the possible purchase of water rights west of Hobbs and the sale of real property in western Lea County. The matters discussed in the closed meeting were limited only to discussion of the possible purchase of water rights west of Hobbs and the sale of real property in western Lea Count. No action was taken during the meeting

The City Commission convened in closed session on Tuesday, February 16, 2016, following the commission meeting for discussion of limited personnel matters. Specifically, a discussion occurred regarding the consideration of complaints against a public employee. The meeting was limited only to limited personnel matters. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM APRIL 4, 2016

Closed Session

The City Commission convened in closed session on Monday, April 4, 2016, after the conclusion of the regular Commission Meeting at approximately 6:25 p.m. for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. Specifically, the following matters were discussed:

Maxwell vs. City of Hobbs
Lopez vs. City of Hobbs

The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State courts in which the City is or may become a participant. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT OF
MINUTES FROM MAY 2, 2016

Closed Session

The City Commission convened in closed session on Monday, May 2, 2016, at 5:30 p.m. for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. Specifically, the following pending litigation was discussed:

Rall vs. City of Hobbs
Rangel vs. City of Hobbs
Maxwell vs. City Hobbs

The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. No action was taken during the meeting.

All remaining minutes not amended herein are unaffected.

Dated this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15th, 2016

SUBJECT: AUTHORIZE AN AMENDMENT No. 1 TO A UTILITY EXTENSION AGREEMENT BETWEEN THE CITY OF HOBBS AND JOSE FLOREZ

DEPT. OF ORIGIN: Engineering Department

DATE SUBMITTED: 8-8-16

SUBMITTED BY: Todd Randall, City Engineer

Summary: The City of Hobbs entered into a Utility Extension Agreement on March 16th, 2015 as part of a subdivision along Carlsbad Hwy (US62/180) and immediately adjacent to Knight Oil. The original terms of the agreement delayed line charge assessments until the time of connection, which the line charges for water and sewer is \$47,904.12.

The original utility improvements were City initiated and there has been precedence in other areas, such as Navajo Dr., where the City Commission has authorized line charges to be paid over time and added to the monthly Utility Bill. This amendment would allow for payment over time (3 years) or \$1,330.67 per month for 36 consecutive months. In the event a payment become 60 days overdue, the City has the ability to lien the property and apply up to 7% interest.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

Original Construction was partially funded by the General Fund and Infrastructure Tax. Revenue for line charge assessments will be collected by Utility Department (Enterprise Fund)

Attachments: Contract Amendment No. 1

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Consideration for approval of Amendment No. 1 between the City of Hobbs and Jose Florez

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.



**UTILITY EXTENSION AGREEMENT
Amendment No. 1 (8-15-16 City Commission)**

This Amendment No. 1 is entered into this 15th day of August, 2016, by and between the City of Hobbs, New Mexico, (hereinafter referred to as "City") and **Jose Flores** (hereinafter referred to as "Customer"); and shall replace the original Utility Extension Agreement dated March 16th, 2015.

WHEREAS, City wishes to provide such utility service upon the condition that Customer pays certain charges as hereinafter stated;

WHEREAS, the parties wish to enter into this Agreement to set forth the appropriate charges and the manner of payment, and

THEREFORE, the parties, in consideration of the mutual promises made herein, stipulate and agree as follows:

1. City agrees to provide to Customer water and sewer utility service to property located north of U.S. Highway 62/180 and west of West County Road and more particularly described as follows:

Tract 1D

A tract of land located in the Southeast Quarter of Section 31, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found rebar with aluminum cap being used as the southeast corner of Section 31; thence N00°45'29"W along the east line of said Section 31 a distance of 100.00 feet to a point and S89°26'12"W 120.00 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" on the north right of way of U.S. Highway 62/180 being the southeast corner of Kress Jones Land Division Tract 1A1 as recorded in Cabinet D, Slide 144 and S89°26'12"W along the north right of way of U.S. Highway 62/180 passing a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" at 437.71 feet, also passing a found 5/8" rebar with cap marked "HICKS NMPS 12348" at 1087.71 feet, also passing a found 5/8" rebar with cap marked "HICKS NMPS 12348" at 1419.22 feet and continuing a total of 1826.65 feet to a found 5/8" rebar with plastic cap marked "HICKS NMPS 12348" for the Point of Beginning; thence continuing S89°26'12"W 570.00 feet along the north right of way of U.S. Highway 62/180 to a found 5/8" rebar with plastic cap marked "HICKS NMPS 12348"; thence N01°06'37"W 572.47 feet to a found 5/8" rebar with plastic cap marked "HICKS NMPS 12348"; thence S69°25'28"E 613.39 feet to a found 5/8" rebar with plastic cap marked "HICKS NMPS 12348"; thence S01°06'37"E 351.25 feet to the Point of Beginning.

Containing a total area of 6.04 acres ±

2. For the availability of such utility service, Customer agrees to pay the total of the following charges:
 - A. Water line charges for \$22,036.06
 - B. Sewer line charges for \$25,868.06
 - C. The total due is \$47,904.12
3. Customer understands and agrees that Customer shall be responsible for Customer's own service lines and connection with the City's lines in accordance with City ordinances and policies.
4. Customer agrees to pay the charges set forth in paragraph 2 in the following manner:

- A. The total due of **\$47,904.12** will be paid **36 monthly** installments of **\$1,330.67,** **which shall immediately start after connection to existing water and sewer system** and thereafter on the 15th day of each month until paid in full. Such charges will be included on Customer's monthly service invoice.
5. Customer agrees to pay the City's standard monthly utility service charges in addition to payments set forth in paragraph 4 above.
 6. Customer agrees that all matters not covered herein shall be governed by City's Ordinances, Utility Service Policy and Utility Extension Policy and the terms of such ordinances and policies are hereby fully incorporated herein by reference.
 7. Customer agrees that all matters not covered herein shall be governed by City's Ordinances, Utility Service Policy and Utility Extension Policy and the terms of such ordinances and policies are hereby fully incorporated herein by reference.
 8. Customer understands City may file a Lien in favor of City against the property for the total amount due City pursuant to paragraph 4A herein immediately upon execution of this Agreement. In the event Customer becomes sixty (60) days overdue on the obligations pursuant to paragraph 4A the City may employ any and all legal remedies to satisfy the outstanding debt, including, but not limited to foreclosure proceedings and **applying a 7% interest rate on the remaining balance.**
 9. City shall execute and file a Release of Lien regarding the property upon complete satisfaction of Customer's balance.
 10. Abandonment of Existing Water Wells. In exchange for water utility service, Customer agrees to properly plug and abandon any existing water wells on the identified property in conformity with all Local, State and Federal laws and regulations.
 11. Abandonment of Septic Tanks or Septic Systems. In exchange for sewer utility service, Customer agrees properly to abandon all septic tanks and/or septic systems pursuant to local, State and Federal laws and regulations.
 12. Customer shall have 45 days from date of connection to properly abandon existing Water Wells and Septic Systems on the identified property in conformity with all Local, State and Federal laws and regulations.

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

By: _____
 Sam D. Cobb, Mayor

By: _____

 Customer

By: _____
 Jan Fletcher, City Clerk



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: Public Hearing - Hobbs Express

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 5, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The City of Hobbs is applying to the New Mexico Department of Transportation for an administrative, operating and capital assistance grant under 49 U.S.C. Section 5311 of the Federal Transit Act for continued public transportation services for the citizens of Hobbs. The operating grant will provide financial assistance for public transportation service for the residents of the City of Hobbs during FY 17-18.

The purpose of the public hearing is to allow an opportunity for interested persons or agencies to be heard in an open forum for questions, concerns and ideas. Interested persons may submit evidence and recommendations, orally or in writing, with respect to the transportation service.

Description of Service:

Hobbs Express operates Monday through Saturday, 7 a.m. to 5 p.m., and offers the following transportation services:

Fixed route service is offered throughout the City of Hobbs in which vehicles travel along an established path at preset times. We have printed schedules and timetables and designated bus stops where passengers board and deboard. The rapid line is also a fixed route service, designed with fewer stops so that passengers can reach their designations quicker than along the regular bus routes.

The ADA requires transit providers who operate a fixed route system to also provide complementary paratransit service during the same days and hours of service for people who cannot use the fixed route service because of their disability.

Demand response service is offered throughout the City of Hobbs in which individual passengers can request a ride from one specific location to another specific location at a certain time. Vehicles providing demand-response service do not follow a fixed route, but rather travel throughout the community transporting passengers according to their specific requests. Passengers are often grouped together for effectiveness and efficiency. Demand response service usually requires an advance reservation up to 14 days in advance. Same day service is provided if space is available.

Hobbs Express transports general public demand response passengers along with ADA complementary paratransit passengers. The term "paratransit" is often used to describe demand response services.

Fiscal Impact:

Reviewed By: _____


 Finance Department

The contents of the FY 17-18 Section 5311 Rural Public Transit Grant are summarized as follows:

| | Total | Federal Share | Local Share |
|------------------------|------------------|------------------|------------------|
| Administrative (80/20) | 99,700 | 79,760 | 19,940 |
| Operating (50/50) | 768,998 | 384,499 | 384,499 |
| ◆ Capital (80/20) | 130,000 | 104,000 | 26,000 |
| TOTAL | \$998,698 | \$568,259 | \$430,439 |

The City's overall subsidy of the transportation system for FY 15-16 was \$ 496,488. Based on the current budget, the projected subsidy is \$ 439,771 for FY 16-17. The projected subsidy based on the FY 17-18 grant application would be \$ 430,439.

Upon request, a comprehensive analysis of the operational data for the system can be compiled.

Attachments:

- Notice of Hearing
- Summary Page of Grant Application
- Ridership Statistics

Legal Review:

Approved As To Form: _____

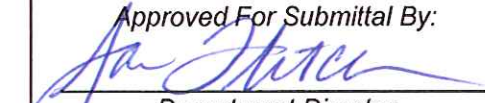

 City Attorney
Recommendation:

There are several options available to the Commission:

1. Reducing the scope of services provided by the City which would no longer include demand response service.
2. Requesting that the City seek competitive proposals (RFP) for an outside contractor to provide demand response service. The RFP would be subject to review and written approval by NMDOT before advertisement to verify that it includes and meets all of the Federal requirements; provider must comply with all FTA rules and have ADA accessible vehicles.
3. Reducing the scope of services provided by the City so that all demand response rides would require a minimum reservation of 24-hours in advance. Same-day service would no longer be provided by the City. All requests would be referred to the local 777 Taxi Service.
4. Maintaining service at the existing current level with no change.

Staff recommends Option 3 which would allow for a coordination of services between the City and 777 Taxi Service which would continue to meet the needs of the citizens of the community.

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. _____

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City of Hobbs on Monday, August 15, 2016, at 6:00 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico, for public comment on the City's public transportation system known as the "Hobbs Express".

The City of Hobbs is applying to the New Mexico Department of Transportation for an administrative, operating and capital assistance grant under 49 U.S.C. Section 5311 of the Federal Transit Act for continued public transportation services for the citizens of Hobbs. The operating grant will provide financial assistance for public transportation service for the residents of the City of Hobbs during FY 17-18. The service currently operates Monday through Saturday, 7 a.m. to 5 p.m. ADA accessible fixed route service, complementary paratransit and demand response service is available and operates Monday through Saturday, 7 a.m. to 5 p.m. The capital grant will provide financial assistance to purchase one 28-passenger wheelchair lift-equipped light transit vehicle.

At the hearing, the City will afford an opportunity for interested persons or agencies to be heard in an open forum for questions, concerns and ideas. Interested persons may submit evidence and recommendations, orally or in writing, with respect to the transportation service.

Any person requesting information or requiring special accommodations to attend the public hearing may contact:

Jan Fletcher, City Clerk / Public Transportation Director
200 East Broadway
Hobbs, New Mexico 88240
Phone: (575) 397-9207
Email: jfletcher@hobbsnm.org

The City of Hobbs does not discriminate against any individual on the basis of race, color or national origin.



Jan Fletcher
City Clerk / Public Transportation Director

FY 18 APPLICATION

Section 5311 Rural Public Transit

October 1, 2017 - September 30, 2018

I. Applicant Information

| | | | | |
|---|--|--------|---------------|--------|
| Organization/ Agency: | City of Hobbs/ Hobbs Express Public Transportation | | | |
| Contact Person Name and Title: | Jan Fletcher, Program Manager | | | |
| Mailing Address: | 200 E. Broadway | | | |
| City, State, ZIP: | Hobbs, New Mexico 88240 | | | |
| Physical Address: | 424 W. Broadway | | | |
| Phone and Cell Number: | 575-397-9207 | | | |
| FAX Number: | 575-397-9334 | | | |
| E-mail Address: (Required) | jfletcher@hobbsnm.org | | | |
| Regional Planning Transportation Organization: (circle one) | NERTPO | MRRTPO | <u>SERTPO</u> | SWRTPO |
| | NPRTPO | NWRTPO | SCRTPO | |
| Applicant Signature and Date Signed: | | | | |
| Please Print Name and Title | J. J. Murphy, City Manager | | | |
| DUNS Number * | 079339222 | | | |

*In addition to including your agency's DUNS Number, please provide a print screen of your agency DUNS Number from the following website: <https://www.sam.gov>

II. Summary of Budget Request

Please enter the dollar amount of your application request (Administration, Operating, and Capital) in the appropriate column below. This information should come directly from the budget pages in Section III of this application. Please double check calculations

| | Total | Federal Share | Local Share |
|------------------------|------------------|------------------|------------------|
| Administrative (80/20) | *99,700 | 79,760 | 19,940 |
| Operating (50/50) | **768,998 | 384,499 | 384,499 |
| ◆ Capital (80/20) | ***130,000 | 104,000 | 26,000 |
| TOTAL | \$998,698 | \$568,259 | \$430,439 |

Capital Breakdown

| | Total | Federal Share | Local Share |
|---|------------|---------------|-------------|
| Capital to Subgrantee | ***130,000 | 104,000 | 26,000 |
| Capital to Vendor | | | |
| List vendor if utilizing Capital to Vendor (if applicable) | | | |
| ◆ TOTAL should equal 'Capital' amt. above | ***130,000 | 104,000 | 26,000 |

Hobbs Express Ridership Report

| | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Bus Route | 2,239 | 1,730 | 1,711 | 1,884 | 1,735 | 2,410 | 2,580 | 2,014 | 1,605 | 1,497 | 2,122 | 2,414 | 23,941 |
| Demand Response | 716 | 578 | 587 | 746 | 660 | 864 | 843 | 735 | 519 | 482 | 720 | 995 | 8,445 |
| Total Passengers | 2,955 | 2,308 | 2,298 | 2,630 | 2,395 | 3,274 | 3,423 | 2,749 | 2,124 | 1,979 | 2,842 | 3,409 | 32,386 |
| No. of Elderly | 279 | 218 | 315 | 181 | 199 | 240 | 254 | 259 | 254 | 250 | 240 | 223 | 2,912 |
| No. of Non-Ambulatory | 93 | 68 | 66 | 95 | 58 | 107 | 122 | 125 | 123 | 129 | 83 | 104 | 1,173 |
| No. of Disabled | 359 | 340 | 334 | 312 | 258 | 385 | 343 | 298 | 290 | 286 | 340 | 250 | 3,795 |
| No. of Other Trips | 2,224 | 1,682 | 1,583 | 2,042 | 1,880 | 2,542 | 2,704 | 2,067 | 1,457 | 1,314 | 2,179 | 2,813 | 24,487 |

35.76% increase from prior year

| | Oct-11 | Nov-11 | Dec-11 | Jan-12 | Feb-12 | Mar-12 | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Bus Route | 2,694 | 2,261 | 1,760 | 2,017 | 2,331 | 2,657 | 2,781 | 2,621 | 1,235 | 1,225 | 2,455 | 2,948 | 26,985 |
| Demand Response | 828 | 901 | 765 | 914 | 1,019 | 1,037 | 1,006 | 832 | 582 | 514 | 775 | 846 | 10,019 |
| Total Passengers | 3,522 | 3,162 | 2,525 | 2,931 | 3,350 | 3,694 | 3,787 | 3,453 | 1,817 | 1,739 | 3,230 | 3,794 | 37,004 |
| No. of Elderly | 137 | 116 | 93 | 90 | 101 | 120 | 120 | 140 | 167 | 170 | 172 | 204 | 1,630 |
| No. of Non-Ambulatory | 147 | 100 | 66 | 101 | 122 | 169 | 155 | 117 | 133 | 105 | 151 | 126 | 1,492 |
| No. of Disabled | 300 | 264 | 217 | 242 | 280 | 357 | 326 | 408 | 384 | 386 | 413 | 322 | 3,899 |
| No. of Other Trips | 2,938 | 2,682 | 2,149 | 2,498 | 2,847 | 3,048 | 3,186 | 2,788 | 1,133 | 1,078 | 2,494 | 3,142 | 29,983 |

14.25% increase from prior year

| | Oct-12 | Nov-12 | Dec-12 | Jan-13 | Feb-13 | Mar-13 | Apr-13 | May-13 | Jun-13 | Jul-13 | Aug-13 | Sep-13 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Bus Route | 3,207 | 2,700 | 2,220 | 2,981 | 2,905 | 2,833 | 3,696 | 2,520 | 1,541 | 1,629 | 3,016 | 3,301 | 32,549 |
| Demand Response | 1,324 | 816 | 669 | 927 | 989 | 825 | 909 | 1,187 | 519 | 603 | 871 | 1,015 | 10,654 |
| Total Passengers | 4,531 | 3,516 | 2,889 | 3,908 | 3,894 | 3,658 | 4,605 | 3,707 | 2,060 | 2,232 | 3,887 | 4,316 | 43,203 |
| No. of Elderly | 307 | 183 | 165 | 195 | 134 | 216 | 200 | 162 | 184 | 199 | 238 | 195 | 2,378 |
| No. of Non-Ambulatory | 124 | 119 | 81 | 85 | 93 | 119 | 163 | 164 | 122 | 163 | 197 | 156 | 1,591 |
| No. of Disabled | 354 | 296 | 321 | 378 | 330 | 403 | 322 | 342 | 370 | 340 | 332 | 299 | 4,087 |
| No. of Other Trips | 3,746 | 2,918 | 2,322 | 3,250 | 3,332 | 2,920 | 3,920 | 3,039 | 1,384 | 1,530 | 3,120 | 3,666 | 35,147 |

16.75% increase from prior year

| | Oct-13 | Nov-13 | Dec-13 | Jan-14 | Feb-14 | Mar-14 | Apr-14 | May-14 | Jun-14 | Jul-14 | Aug-14 | Sep-14 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Bus Route | 3,891 | 3,427 | 3,428 | 3,517 | 3,280 | 3,879 | 3,414 | 3,268 | 2,307 | 3,476 | 4,297 | 4,686 | 42,870 |
| Demand Response | 1,063 | 853 | 946 | 1,001 | 923 | 1,009 | 940 | 903 | 647 | 790 | 902 | 1,288 | 11,265 |
| Total Passengers | 4,954 | 4,280 | 4,374 | 4,518 | 4,203 | 4,888 | 4,354 | 4,171 | 2,954 | 4,266 | 5,199 | 5,974 | 54,135 |
| No. of Elderly | 339 | 365 | 369 | 332 | 228 | 260 | 268 | 328 | 307 | 380 | 291 | 342 | 3,809 |
| No. of Non-Ambulatory | 141 | 131 | 110 | 144 | 133 | 206 | 191 | 191 | 213 | 213 | 147 | 91 | 1,911 |
| No. of Disabled | 362 | 402 | 395 | 392 | 334 | 377 | 398 | 400 | 481 | 499 | 525 | 538 | 5,103 |
| No. of Other Trips | 4,112 | 3,382 | 3,500 | 3,650 | 3,508 | 4,045 | 3,497 | 3,252 | 1,953 | 3,174 | 4,236 | 5,003 | 43,312 |

25.50% increase from prior year

| | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Bus Route | 4,887 | 3,301 | 2,974 | 3,242 | 3,115 | 3,566 | 3,723 | 3,335 | 3,369 | 4,420 | 4,150 | 4,228 | 44,310 |
| Demand Response | 1,446 | 1,033 | 1,107 | 1,037 | 1,040 | 1,264 | 1,064 | 798 | 604 | 531 | 1,000 | 1,271 | 12,195 |
| Total Passengers | 6,333 | 4,334 | 4,081 | 4,279 | 4,155 | 4,830 | 4,787 | 4,133 | 3,973 | 4,951 | 5,150 | 5,499 | 56,505 |
| No. of Elderly | 428 | 280 | 283 | 312 | 368 | 354 | 414 | 328 | 442 | 362 | 340 | 263 | 4,174 |
| No. of Non-Ambulatory | 90 | 74 | 77 | 64 | 78 | 88 | 87 | 119 | 102 | 117 | 95 | 94 | 1,085 |
| No. of Disabled | 619 | 451 | 476 | 423 | 400 | 503 | 506 | 489 | 506 | 515 | 481 | 354 | 5,723 |
| No. of Other Trips | 5,196 | 3,529 | 3,245 | 3,480 | 3,309 | 3,885 | 3,780 | 3,197 | 2,923 | 3,957 | 4,234 | 4,788 | 45,523 |

4.36% increase from prior year

| | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------|--------|---------------|
| Bus Route | 4,331 | 3,378 | 3,339 | 4,342 | 4,713 | 5,013 | 4,058 | 4,449 | 3,407 | 4,052 | | | |
| Demand Response | 1,352 | 952 | 1,016 | 597 | 405 | 435 | 414 | 410 | 435 | 389 | | | |
| Total Passengers | 5,683 | 4,330 | 4,355 | 4,939 | 5,118 | 5,448 | 4,472 | 4,859 | 3,842 | 4,441 | | | 47,487 |
| No. of Elderly | 266 | 233 | 250 | 270 | 265 | 222 | 273 | 224 | 314 | 382 | | | |
| No. of Non-Ambulatory | 96 | 63 | 73 | 85 | 105 | 153 | 130 | 118 | 155 | 125 | | | |
| No. of Disabled | 487 | 332 | 353 | 302 | 300 | 350 | 298 | 318 | 416 | 439 | | | |
| No. of Other Trips | 4,834 | 3,702 | 3,679 | 4,282 | 4,448 | 4,723 | 3,771 | 4,199 | 2,957 | 3,495 | | | |



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: Resolution Approving An Option to Purchase Property at 3425 N. Northwest, Hobbs, NM

DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: August 8, 2016
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

The City of Hobbs owns real property located at 3425 N. Northwest, Hobbs, NM ("Property"). Linda Howell is the Rockwind golf professional and has leased the Property for approximately 18 months pursuant to an Ordinance enacted in December, 2014, Ordinance 1081. The Ordinance approved a Lease with an Option to Purchase the property and was appropriately enacted.

Ms. Howell has given the City a written request to exercise the option to purchase. The Ordinance contains all of the provisions for the purchase of the property. This Resolution authorizes the option to purchase the property and for the Mayor to execute all closing documents.

Fiscal Impact:

The City will receive approximately \$151,000.00, less some closing costs.

Reviewed By: _____

Finance Department

Attachments:

Ordinance 1081
Real Estate Lease and Option to Purchase

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approve the Resolution

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6472

A RESOLUTION APPROVING AN OPTION TO PURCHASE PROPERTY
AT 3425 N. NORTHWEST AND AUTHORIZING THE MAYOR TO EXECUTE
ALL CLOSING DOCUMENTS

WHEREAS, the City of Hobbs owns property at 3425 N. Northwest Drive, Hobbs, New Mexico;

WHEREAS, on or about December 15, 2014, an Ordinance Approving a Real Estate Lease and Option to Purchase Property at 3425 N. Northwest Drive, Hobbs, New Mexico was appropriately enacted by the City of Hobbs;

WHEREAS, the Lessor, Linda Howell, has sent written notice of her intent to exercise the option to purchase the property; and

WHEREAS, the Ordinance contains the terms of the property sale as attached hereto as Exhibit 1;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the option to purchase is authorized and the Mayor be and hereby is, authorized and directed to execute all closing documents associated with the property sale.

PASSED, ADOPTED AND APPROVED this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS

ORDINANCE NO. 1081

AN ORDINANCE APPROVING A REAL ESTATE LEASE AND OPTION
TO PURCHASE PROPERTY AT 3425 N. NORTHWEST DRIVE, HOBBS, NM

WHEREAS, the City of Hobbs ("Lessor") owns real property located at 3425 N. Northwest Drive, Hobbs, NM ("Property") and desires to enter into an agreement with Linda Howell ("Lessee"), to lease the property with an option to purchase; and

WHEREAS, the terms and agreement are attached hereto as Exhibit 1 in a Real Estate Lease Option to Purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following Ordinance be added to the Hobbs Municipal Code.


The monthly lease payment will be \$1,500.00. Lessee will be responsible for all utilities, upkeep on the Property, renter's insurance and any necessary repairs less than \$550.00. Lessor will pay any taxes, insurance and any repairs greater than \$500.00.

Lessee will have an option to purchase the Property anytime during the lease term of twenty-four (24) months. The purchase price will be the appraised price of \$161,000.00. If the option to purchase is exercised by Lessee, she will receive a \$500.00 a month credit off the purchase price for the number of months she pays the lease payment.

The terms and agreement are attached hereto as Exhibit 1 in a Real Estate Lease Option to Purchase.

PASSED, ADOPTED AND APPROVED this 15th day of December,

2014.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



REAL ESTATE LEASE AND OPTION TO PURCHASE

This Lease Agreement, made the 15th day of Dec, 2014, between the CITY OF HOBBS, a municipal corporation organized and existing under the laws of the State of New Mexico, (hereinafter referred to as "LESSOR"), and LINDA HOWELL (hereinafter referred to as "LESSEE").

WITNESSETH:

DESCRIPTION OF PREMISES. LESSOR hereby does lease unto LESSEE certain real property located at 3425 N. Northwest, Hobbs, Lea County, New Mexico ("Property").

RENTAL AND TERM. The monthly rental to be paid by LESSEE to LESSOR shall be \$1,500.00 per month due on the first day of each and every month of this agreement. The term of this agreement shall be twenty-four months, beginning the day this agreement is executed by the parties. Any portion of any month shall be prorated accordingly.

INSURANCE. LESSEE shall maintain insurance on the contents of the Property and LESSOR shall maintain insurance on the Property structure.

USE OF PREMISES. It is agreed and understood that the Property is to be used for the purpose of a residence.

IMPROVEMENTS AND TERMINATION. LESSEE shall not make major improvements to the Property without the written consent of LESSOR. LESSEE shall not permit any liens or encumbrances to be filed against the Property or against LESSEE'S leasehold interest in the lease premises. Upon termination, LESSEE agrees the Property will be in as good a condition as the beginning of this agreement, less reasonable wear. LESSEE shall give LESSOR at least 30 day written notice of intent to terminate this agreement.

TAXES AND ASSESSMENTS. LESSOR shall be responsible for any real estate taxes that may become due on the Property.

DEFAULT. In the event of any default or LESSEE'S failure to perform or comply with any of the conditions of this Agreement, and if the non-performance shall continue for a period of twenty (20) days after written notice thereof by LESSOR to LESSEE, LESSOR shall have the right to cancel and terminate this Agreement by giving to LESSEE not less than twenty (20) days notice of cancellation and termination.

UTILITIES. LESSEE shall arrange and pay for all utilities furnished to the lease premises for the term of this Agreement and any extension or renewal thereof including electricity, gas, water, sewer, telephone service and trash collection.



REPAIRS AND MAINTENANCE. LESSEE shall maintain and keep in reasonably good order and repair all of the property which is subject to this Agreement. LESSEE shall regularly clean and mow all weeds and other vegetation on the lease premises so as to present a sanitary and well-kept appearance. LESSEE further agrees that it shall surrender the property peaceably and in reasonably good condition at the termination of this Agreement, ordinary wear and tear excepted, at its sole cost and expense. LESSOR shall be responsible for any repairs to the Property in excess of \$500.00 for each necessary repair incident. LESSEE shall be responsible for any repair or maintenance of the property under \$500.00 for each necessary repair or maintenance incident.

OPTION TO PURCHASE. Any time during the term of this agreement, LESSEE may exercise an option to purchase the Property. The option shall be exercised by LESSEE given written notice of her intent to exercise the option to LESSOR. The purchase price of the Property shall be \$161,000.00. LESSEE shall be given a credit of \$500.00 per month for each month of lease payment she makes during the term of this agreement, not to exceed 24 months. LESSEE shall be responsible for one-half of closing costs. In the event LESSEE does not exercise the option to purchase, LESSEE shall not be entitled to any benefit from the monthly credit under the option to purchase. This option to purchase is not assignable or transferrable.

ASSIGNMENT, SUBLEASE OR LICENSE. LESSEE shall not assign this Real Estate Lease and Option to Purchase without the express written consent of LESSOR.

ATTORNEY'S FEES. If LESSOR files an action to enforce any agreement contained in this Agreement or for breach of any covenant or condition, LESSEE shall pay LESSOR reasonable attorney's fees for the services of LESSOR'S attorney in the action.

NOTICES. All notices to be given with respect to this Agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid and return receipt requested, to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

LESSOR: City of Hobbs
200 E. Broadway
Hobbs, New Mexico 88240

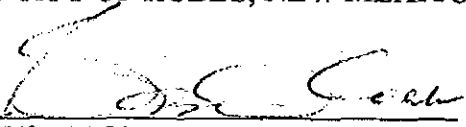
LESSEE: Linda Howell
3425 N. Northwest
Hobbs, New Mexico 88240

BENEFIT AND ASSIGNMENT: This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns.

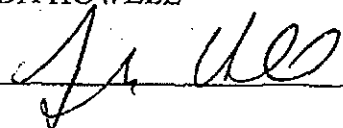
Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be with the District Court of Lea County, State of New Mexico, only.

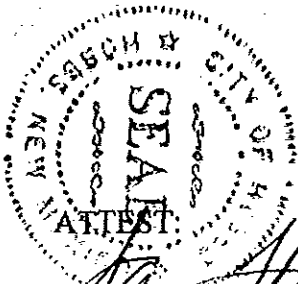
The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

THE CITY OF HOBBS, NEW MEXICO

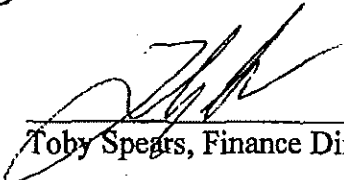
By: 
SAM D. COBB, Mayor

LINDA HOWELL







Jan Fletcher, City Clerk


Toby Spears, Finance Director

APPROVED AS TO FORM:


Michael H. Stone, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: Authorizing the use of the New Mexico State Contract agreement with Dustrol Inc., for Hot in place Asphalt Recycle of various City Streets.

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: August 1, 2016

SUBMITTED BY: Ronny Choate, Director of General Services

Summary:

The City wishes to "Hot in place Recycle" various City Streets. Included is Navajo, Dal Paso to Grimes; Dal Paso, Texas to Llano; Main Street, Dal Paso to Turner; Stanolind Road, Dal Paso to Grimes; Sanger, Marland to Harris; Snyder, Grimes to Dal Paso; Princess Jean, Grimes to Cobb; College Lane, Grimes to Lovington Hwy. The work will be performed under State of New Mexico Price Agreement #60-805-16-14088.

Work shall start early September and take about thirty days.

Fiscal Impact:

Reviewed By:

[Signature]

Finance Department

The total contract is \$795,040.58. The work is budgeted in 1-0423-44901-148. Amount includes GRT.

Attachments:

- Dustrol, Inc. Estimate
State of New Mexico Price Agreement
Street Map

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

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

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. _____

DUSTROL INC - HEATING SCARIFICATION ESTIMATE

City of Hobbs, NM.- Various Locations Within The City/Prices Based on NMDOT Price Agreement)

New Mexico Price Agreement #60-805-16-14088(NEW P.A. as of 22 March 2016)

8/2/2016

| line Item # | Description | Quantity | Units | Unit Price | Est. Amount | P.A. Contract Price* |
|-------------|---------------------------|------------|-------|-------------|--------------|----------------------|
| 008 | H/P- Scarification W/Curb | 279,289.00 | SY | \$2.35 | \$656,329.15 | \$4.00 |
| 017 | Rejuvenating Agent | 60 | TONS | \$500.00 | \$30,000.00 | \$500.00 |
| 021 | Urban Traffic Control | 288 | HRS | \$200.00 | \$57,600.00 | \$200.00 |
| 030 | Mobilization | 323 | MI | \$1.25 | \$403.75 | \$1.25 |
| | | | | Subtotal | \$744,332.90 | |
| | GRT @ 6.8125% | 1 | LS | \$50,707.68 | \$50,707.68 | |
| | | | | Total | \$795,040.58 | |

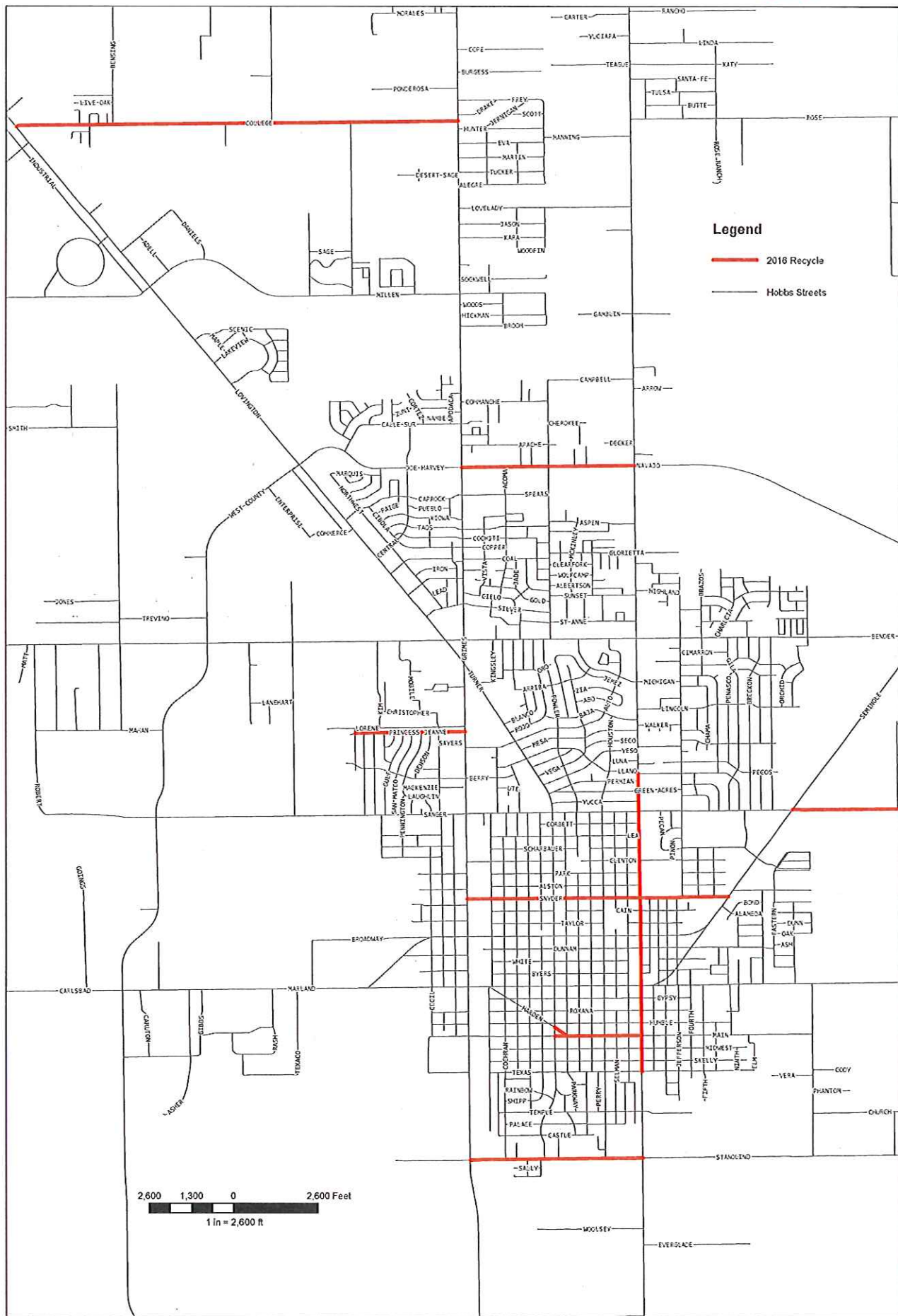
Notes: This is an estimate, billing will be based on quantities of actual work performed.

Based on 24 work days.

Rejuvenating agent based on .05 Gal. per SY.

Unit Price Adjusted to reflect 1.25" Depth Versus 2".

2016 Recycle





State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
2 Vendors (See page seven)

Telephone No.:

Price Agreement Number: 60-805-16-14088

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Eric Sanchez

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
Various Locations

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

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

Term: **March 22, 2016-March 21, 2017**

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3/22/16

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-2

Terms and Conditions
(Unless otherwise specified)

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-3

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

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

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

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

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

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

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

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

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

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-4

New Mexico Employees Health Coverage

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

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

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-5

New Mexico Pay Equity Initiative

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

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-6

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-7

Awarded Vendors:

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-8

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

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

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

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

Terms of Price Agreement:

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

Performance, Payment and Material Bonds:

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

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

Tax Note:

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

Bidding Information:

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-9

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

State Compensation

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

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

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

Bid Review:

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

Method of Award:

Method of award shall be to multiple vendors statewide.

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

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

Utilization of Vendors:

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-10

Public Works minimum Wage Act:

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

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

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

Price Agreement Order:

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

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

The Contractor Agrees To:

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

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

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

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

Insurance Requirements:

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

(A) Public Liability and Automobile Liability Insurance

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

Bodily Injury Liability:

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

Property Damage Liability:

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-12

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

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

Bodily Injury Liability:

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

Property Damage Liability:

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

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

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

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

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

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-13

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

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

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

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

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

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

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

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

SPECIFICATIONS FOR HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT:

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

I. General Conditions:

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

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

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

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

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

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

II. Temporary Pavement Markings:

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

III. Special Precautions:

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-15

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

IV. Method of Measurement and Payment:

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

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

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

Traffic Control:

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

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

Payments and Invoicing:

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-16

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

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

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

Invoice To:

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

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

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

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-17

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

Escalation Clause:

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

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

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

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

Mobilization:

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

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

Quantities:

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

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-14088

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

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-14088

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-20

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

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-14088

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

Page-22

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

31 Items Total



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM
MEETING DATE: August 15, 2016

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

DEPT. OF ORIGIN: Parks & Recreation
DATE SUBMITTED: August 9, 2016
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

SUMMARY:

The Hobbs Municipal Schools has received funding for their 21st CCLCG Program and wish to partner with the City of Hobbs to provide after school enrichment activities at the Hobbs Teen Center. Also, included in the 21st CCLCG program is funding for the City of Hobbs to provide, via Hobbs Express, transportation from all three middle schools to the Hobbs Teen Center as well as transportation between Will Rodgers, Jefferson and Edison Elementary Schools and the Hobbs Boys and Girls Club for Hobbs Municipal School students participating in the 21st CCLCG program at these four (4) locations.

It is anticipated that as many as 90 middle school students will participate in enrichment activities at the Hobbs Teen Center for up to three hours a day, four days a week, for a maximum of 36 weeks. Hobbs Municipal Schools will hire staff to supervise the students and activities that take place at the Teen Center.

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

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

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

The City will receive revenue for providing transportation as described above. Hobbs Municipal Schools will pay the City at a rate of \$10 per month, per student, for each student that transportation is provided for to each of the above four (4) locations.

Attachments:

- 1) Memorandum of Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approve MOA with Hobbs Municipal Schools

Approved For Submittal By:

D. McDaniel

Department Director

J. Hoff

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

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

THIS AGREEMENT is made and entered into on the 15th day of August, 2016, between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "City") and the HOBBS MUNICIPAL SCHOOL DISTRICT, (hereinafter referred to as "School").

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

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

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

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

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

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

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

I.
PURPOSE

The purpose of this Memorandum of Agreement is to delineate the duties and rights of the parties regarding School's implementation of the 21st CCLCG and City's role in the 21st CCLCG. City shall provide its Teen Center as a specific location to be

utilized as a Learning Center and provide public transportation to students for transportation to various Learning Centers throughout Hobbs connected to the 21st CCLCG, as fully set forth herein. The parties understand City has not budgeted any funds for its participation in the 21st CCLCG and City shall not be responsible to provide funding for additional staffing or expenses associated with the 21st CCLCG. Utilities and other indirect services cannot be paid through the grant but are an in-kind expense. It is the expectation that there will not be additional expenses to the City of Hobbs in regards to direct services that may be covered under the grant.

II. DUTIES

A. CITY DUTIES

City will ensure the following duties are met:

1. City will make the Teen Center available as a 21st CCLCG Learning Center during scheduled Learning Center activities and reasonable times, as determined by the Teen Center Manager, or his designee, for School staff preparation to conduct Learning Center activities. All Learning Center activities and preparation shall be scheduled through the Teen Center Manager, or his designee.
2. City agrees to operate appropriate public transportation services from August 1, 2016, through May 31, 2017, to include the pickup of passengers on high demand routes connected with the 21st CCLCG which are destined as follows:

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

elementary students, a non-certified School employee will accompany students from their home school to the various after school sites.

B. SCHOOL DUTIES

School will ensure the following duties are met:

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

**III.
INDEMNIFICATION**

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

**IV.
INSURANCE**

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

**V.
SOVEREIGN IMMUNITY**

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

**VI.
TERM**

This Agreement shall be in effect from August 1, 2016 until May 31, 2017. The parties may extend this agreement for the 2017-2018 school year, and each school year thereafter in connection with the 21st Century Grant with the parties' mutual agreement and City Commission and School Board approval. Future agreements shall be approved on or before May 31 of each subsequent year.

**VII.
NEW MEXICO DOT VIOLATIONS**

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

**VIII.
MERGER OF AGREEMENT**

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

**IX.
THIRD PARTY BENEFICIARIES**

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

**X.
SEVERABILITY**

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

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

THE CITY OF HOBBS, NEW MEXICO

BY: _____

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

MICHAEL H. STONE, City Attorney

HOBBS MUNICIPAL SCHOOLS

BY: _____


T. J. PARKS,
Superintendent



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: A RESOLUTION APPROVING THE FY 2018-2022 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 8, 2016
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Fiscal Year 2017-2021 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved at the June 2016 regular meeting of the City of Hobbs Planning Board. After review the Board recommended approval by City Commission with unanimous approval.

The City Commission discussed the ICIP during the July 18, 2016 regular meeting. The top 5 priority projects based on City Commission ranking is as follows.

- #1 Sewer Main Replacement
- #2 WWRF Effluent Reuse Project
- #3 Drainage Master Plan
- #4 Taylor Ranch Improvements
- #5 New City Jail Facility

Fiscal Impact:

Reviewed By: _____

Finance Department

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

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

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Staff recommends approval of the ICIP Plan.

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. 6473

A RESOLUTION APPROVING THE FISCAL YEAR 2018-2022 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

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

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

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

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

WHEREAS, on June 21, 2016, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and

2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 15th day of August, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**CITY OF HOBBS
2018-2022 ICIP Project List (For FY 2017
Legislature)**

**City Commission
Top 5
2018-2022 Priority List**

- 1. Sewer Main Replacement Program**
- 2. WWRF Effluent Reuse System**
- 3. Drainage Master Plan**
- 4. Taylor Ranch Park Improvements**
- 5. New City Jail Facility**

**Fiscal Year 2018 – 2022
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Sam D. Cobb

CITY COMMISSION

Joseph D. Calderón, Mayor Pro Tem

Marshall Newman

Jonathan Sena

Patricia A. Taylor

Garry Buie

Don R. Gerth

CITY MANAGER

J.J. Murphy

Infrastructure Capital Improvement Plan FY 2018-2022

Hobbs Project Summary

| ID | Year | Rank | Project Title | Category | Funded to date | | | | | Total Project Cost | Amount Not Yet Funded | Phase? |
|-------|------|------|---|--------------------------------|----------------|-----------|------------|-----------|------------|--------------------|-----------------------|--------|
| | | | | | 2018 | 2019 | 2020 | 2021 | 2022 | | | |
| 22423 | 2018 | 001 | Sewer Main Replacement | Utilities (publicly-owned) | 8,800,000 | 7,000,000 | 7,000,000 | 7,000,000 | 0 | 29,800,000 | 21,000,000 | Yes |
| 15693 | 2018 | 002 | WWRWF Effluent Reuse Project | Utilities (publicly-owned) | 7,658,720 | 7,000,000 | 7,000,000 | 7,000,000 | 0 | 28,658,720 | 21,000,000 | Yes |
| 17615 | 2018 | 003 | Drainage Master Plan | Storm/Surface Water Control | 1,888,000 | 1,700,000 | 2,050,000 | 1,940,000 | 1,940,000 | 11,458,000 | 9,570,000 | Yes |
| 26329 | 2018 | 004 | Taylor Ranch Improvements | Public Parks (local) | 18,000,000 | 6,800,000 | 2,700,000 | 4,000,000 | 2,500,000 | 36,500,000 | 18,500,000 | Yes |
| 26430 | 2018 | 005 | New Municipal Detention Facility | Public Safety Equipment/Bldgs | 150,000 | 0 | 45,250,000 | 0 | 0 | 45,400,000 | 45,250,000 | No |
| 26429 | 2018 | 006 | Citywide Wireless Internet | Other | 0 | 2,500,000 | 0 | 0 | 0 | 2,500,000 | 2,500,000 | No |
| 28046 | 2018 | 007 | West College Lane Realignment | Highways/Roads/Streets/Bridges | 90,000 | 500,000 | 0 | 0 | 0 | 590,000 | 500,000 | No |
| 25544 | 2018 | 008 | Health Wellness Learning Center | Public Parks (local) | 61,000,000 | 4,000,000 | 0 | 0 | 0 | 65,000,000 | 4,000,000 | No |
| 14775 | 2018 | 009 | West Bender Widening Project & Drainage | Highways/Roads/Streets/Bridges | 500,000 | 500,000 | 6,000,000 | 0 | 0 | 7,000,000 | 6,500,000 | Yes |
| 17012 | 2018 | 010 | Southeast and Northwest Bypass | Highways/Roads/Streets/Bridges | 783,000 | 900,000 | 400,000 | 5,300,000 | 10,000,000 | 17,383,000 | 16,600,000 | Yes |
| 9673 | 2018 | 011 | CDBG Annual Project | Highways/Roads/Streets/Bridges | 0 | 530,000 | 530,000 | 530,000 | 530,000 | 2,650,000 | 2,650,000 | Yes |
| 17022 | 2018 | 012 | Community Housing Projects | Housing-Related Cap Infra | 7,243,000 | 930,000 | 530,000 | 550,000 | 605,000 | 10,463,000 | 3,220,000 | Yes |
| 26443 | 2018 | 013 | RR Crossing Upgrades and New Crossings | Highways/Roads/Streets/Bridges | 0 | 75,000 | 75,000 | 75,000 | 75,000 | 375,000 | 375,000 | No |
| 29585 | 2018 | 014 | WWRWF Aerobic Digester Renovation | Wastewater | 500,000 | 250,000 | 3,650,000 | 3,100,000 | 0 | 7,500,000 | 7,000,000 | Yes |
| 31398 | 2018 | 015 | WWRWF Tertiary Treatment | Utilities (publicly-owned) | 0 | 250,000 | 2,000,000 | 2,000,000 | 0 | 4,250,000 | 4,250,000 | Yes |
| 31358 | 2018 | 016 | HPPD Body Camera Program | Public Safety Equipment/Bldgs | 0 | 450,000 | 0 | 0 | 0 | 450,000 | 450,000 | No |

Infrastructure Capital Improvement Plan FY 2018-2022

| | | | | | | | | | | | | | | | |
|-------|------|-----|--|--------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------|-----------|-----|
| 25058 | 2018 | 017 | ADA Intersection Improvement Project | Highways/Roads/Streets/Bridges | 0 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,500,000 | 2,500,000 | Yes |
| 25059 | 2018 | 018 | Traffic Signal Upgrades | Highways/Roads/Streets/Bridges | 0 | 600,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,600,000 | 2,600,000 | Yes |
| 25060 | 2018 | 019 | Street Resurfacing | Highways/Roads/Streets/Bridges | 20,000,000 | 2,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 0 | 25,000,000 | 5,000,000 | No | |
| 25061 | 2018 | 020 | Water Wells Program | Water Supply | 800,000 | \$50,000 | 600,000 | \$50,000 | 500,000 | 500,000 | 0 | 3,000,000 | 2,200,000 | No | |
| 25179 | 2018 | 021 | Del Norte Park Expansion Area | Public Parks (local) | 375,000 | 4,070,000 | 0 | 0 | 0 | 0 | 0 | 4,445,000 | 4,070,000 | No | |
| 25063 | 2018 | 022 | Street Sign Replacement | Highways/Roads/Streets/Bridges | 1,000,000 | 500,000 | 500,000 | 500,000 | 0 | 0 | 0 | 2,500,000 | 1,500,000 | No | |
| 21233 | 2018 | 023 | Sanger St Improvements | Highways/Roads/Streets/Bridges | 0 | \$35,000 | \$35,000 | \$35,000 | 0 | 0 | 0 | 1,605,000 | 1,605,000 | Yes | |
| 18972 | 2018 | 024 | Traffic Study Update | Highways/Roads/Streets/Bridges | 235,000 | 350,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 785,000 | 550,000 | No | |
| 21082 | 2018 | 025 | Apache Dr/Fowler St Utilities Extension | Utilities (publicly-owned) | 0 | 456,000 | 440,000 | 0 | 0 | 0 | 0 | 896,000 | 896,000 | Yes | |
| 26447 | 2018 | 026 | SIR 18 Corridor - Safety / Congestion Improvements | Highways/Roads/Streets/Bridges | 0 | 500,000 | 2,500,000 | 2,500,000 | 1,500,000 | 1,500,000 | 1,500,000 | 8,500,000 | 8,500,000 | Yes | |
| 26448 | 2018 | 027 | HIAP Sewer Extension | Wastewater | 0 | 250,000 | 2,750,000 | 500,000 | 0 | 0 | 0 | 3,500,000 | 3,500,000 | No | |
| 26535 | 2018 | 028 | Manhole Repair Program | Utilities (publicly-owned) | 0 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 375,000 | 375,000 | No | |
| 21091 | 2018 | 029 | Concrete Intersections Program | Highways/Roads/Streets/Bridges | 0 | 800,000 | 770,000 | 770,000 | 770,000 | 770,000 | 770,000 | 3,880,000 | 3,880,000 | No | |
| 14435 | 2018 | 030 | MAP Roadway Rehabilitation Projects | Highways/Roads/Streets/Bridges | 0 | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 | 3,000,000 | 3,000,000 | No | |
| 14370 | 2018 | 031 | Arterial COOP Project | Highways/Roads/Streets/Bridges | 0 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 300,000 | 300,000 | No | |
| 26331 | 2018 | 032 | Municipal Recreational Facilities | Public Parks (local) | 0 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,500,000 | 2,500,000 | No | |
| 22675 | 2018 | 033 | Municipal Vehicles and Equipment | Other | 1,500,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 6,500,000 | 5,000,000 | No | |
| 12548 | 2018 | 034 | Infrastructure Extensions | Utilities (publicly-owned) | 5,000,000 | 1,250,000 | 1,650,000 | 2,700,000 | 2,700,000 | 2,700,000 | 0 | 13,300,000 | 8,300,000 | No | |
| 17013 | 2018 | 036 | Arterial Roadway Enhancement Projects | Highways/Roads/Streets/Bridges | 0 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | 2,500,000 | 2,500,000 | No | |
| 32605 | 2018 | 041 | JOE HARVEY & CENTRAL TRAFFIC SIGNAL | Highways/Roads/Streets/Bridges | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No |

Infrastructure Capital Improvement Plan FY 2018-2022

| | | | | | | | | | | | | | | | | | | |
|-------|------|-----|---|-------------------------------|---|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---|---|---|---|-----|
| 32606 | 2018 | 042 | RECREATION STUDY | Public Parks (local) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No |
| 26434 | 2019 | 001 | Aerial Class A Pump | Fire | 0 | 0 | 0 | 600,000 | 0 | 0 | 600,000 | 600,000 | 600,000 | 0 | 0 | 0 | 0 | No |
| 18969 | 2019 | 002 | FEMA Map Update | Storm/Surface Water Control | 0 | 0 | 125,000 | 25,000 | 25,000 | 25,000 | 200,000 | 200,000 | 200,000 | 0 | 0 | 0 | 0 | No |
| 26433 | 2019 | 003 | Outdoor Range Phase II | Public Safety Equipment/Bldgs | 0 | 450,000 | 0 | 0 | 0 | 0 | 450,000 | 450,000 | 450,000 | 0 | 0 | 0 | 0 | No |
| 31972 | 2019 | 004 | HPD MOBILE COMMAND POST | Public Safety Vehicles | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | No |
| 31452 | 2019 | 005 | Safety Improvements | Hwyys/Roads/Streets/Bridges | 0 | 130,000 | 1,000,000 | 1,000,000 | 0 | 0 | 2,130,000 | 2,130,000 | 2,130,000 | 0 | 0 | 0 | 0 | Yes |
| 28048 | 2020 | 001 | Wildland Fire Apparatus | Fire | 0 | 0 | 0 | 0 | 0 | 240,000 | 0 | 240,000 | 240,000 | 0 | 0 | 0 | 0 | No |
| 14407 | 2020 | 002 | Fowler Street Extension | Hwyys/Roads/Streets/Bridges | 0 | 0 | 0 | 0 | 0 | 5,400,000 | 4,000,000 | 9,400,000 | 9,400,000 | 0 | 0 | 0 | 0 | Yes |
| 28053 | 2020 | 003 | Industrial Frontage Road | Hwyys/Roads/Streets/Bridges | 0 | 0 | 0 | 355,000 | 3,680,000 | 0 | 4,035,000 | 4,035,000 | 4,035,000 | 0 | 0 | 0 | 0 | No |
| 15692 | 2020 | 004 | Water System Improvements (North Reservoir) | Water Supply | 0 | 0 | 0 | 0 | 3,000,000 | 2,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 0 | 0 | 0 | 0 | No |
| 26436 | 2020 | 005 | Ambulance | Fire | 0 | 0 | 200,000 | 200,000 | 0 | 0 | 400,000 | 400,000 | 400,000 | 0 | 0 | 0 | 0 | No |
| 16997 | 2021 | 001 | New Elevated Water Storage | Water Supply | 0 | 0 | 0 | 0 | 3,000,000 | 0 | 3,000,000 | 3,000,000 | 3,000,000 | 0 | 0 | 0 | 0 | Yes |
| 31436 | 2021 | 002 | Millen Projection | Hwyys/Roads/Streets/Bridges | 0 | 50,000 | 750,000 | 750,000 | 750,000 | 0 | 2,300,000 | 2,300,000 | 2,300,000 | 0 | 0 | 0 | 0 | No |
| 28058 | 2022 | 003 | Bensing South Projection | Hwyys/Roads/Streets/Bridges | 0 | 0 | 0 | 950,000 | 0 | 0 | 950,000 | 950,000 | 950,000 | 0 | 0 | 0 | 0 | No |

Number of projects: 50

| | Funded to date: | Year 1: | Year 2: | Year 3: | Year 4: | Year 5: | Total Project Cost: | Total Not Yet Funded: |
|--------------|-----------------|------------|------------|------------|------------|------------|---------------------|-----------------------|
| Grand Totals | 135,522,720 | 49,111,000 | 93,790,000 | 48,215,000 | 42,000,000 | 17,730,000 | 386,368,704 | 250,846,000 |

CITY OF HOBBS
2018-2022 ICIP Project List (For FY 2017
Legislature)

Planning Boards Recommendations
Top 10
2018-2022 Priority List

WWRF Effluent Reuse System
Sewer Main Replacement Program
Drainage Master Plan
New City Jail Facility
Taylor Ranch Park Improvements
College Lane Re-Alignment
City Wide Wireless Internet
West Bender Widening Project & Drainage
Health Wellness Learning Center
Southeast\Northwest Bypass

Italicized indicates Commissions Top 5 Priority List from last year's ICIP.

and character. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the conveyance of public owned fee-simple property. The vote on the motion was 5-0 and the motion carried.

10) Review and Consider 2018-2022 ICIP top 10 list as submitted by staff.

Mr. Randall discussed the top ten ICIP projects. Mr. Kesner asked about #6 College Lane realignment. Mr. Randall said that property was purchased in order to realign College Lane at Lovington Hwy. He said there is some dollars for design in next year's budget. Mr. Kesner stated that the intersection of College Lane and Lovington Hwy needs to be cemented because it is wash boarded really bad. Mr. Randall said they were going to pave the area with a larger cross section.

Mr. Hicks opened the meeting for public comment at 10:20 am. Mr. Shaw said the housing projects were in #3 before and asked if that was incentive money for housing? Mr. Randall said it included everything. He said community housing projects was top 10 for several years. He said staff is keeping the housing in ICIP it has just been dropped out of top 10. He said there is no new money for FY2018. Mr. Shaw said housing is something that needs to be may be not on the top 10 but in site. He said housing can change in a hurry.

Mr. Kesner said with the broadband demands across the community to spend 2.5 million dollars only to support city buildings might not be a good use of resources. He said you might be able to leverage that with the utilities companies and franchise agreements. Mr. Randall said staff is not opposed to any ideals. Commissioner Buic said he feels like there needs to be more competition with some of these utility companies.

Mr. Kendall Goad suggested they move #13 way up. Mr. Randall said he would support swapping #8 for #13. Mr. Hicks asked if the digester had anything to do with getting 1b to 1a quality? Mr. Randall said no, it has everything to do with the solids not the effluent water.

Mr. Randall said after public comment the Board will have to choose their top 10 to forward to Commission. He said as for #8 the school system owns the 10 acres off of Bender. He said they have been in conversations about how to convey the flood waters through both of the development sites. He said one of the benefits to this is that area can be developed as a retention pond and include an underground storm drain. Mr. Hicks asked if there was any other public comment on the plan? He asked the Board if they agreed with moving #8 down and putting #13 back up. The Board agreed. Mr. Hicks asked about railroad crossing and if it was in town? Mr. Randall said yes it is and staff is in conversations with the railroad to address the deficiencies at W. Co. Rd, Carlsbad Hwy, Jack Gomez. Mr. Kesner asked if they still had plans to make the median changes to Joe Harvey? Mr. Randall said it is listed as Joe Harvey Improvements which included many items. Mr. Kesner asked if it was in the top 10. Mr. Randall said no it is 14. Mr. Hicks said he would like to make a comment that the median improvements need to be part of the Joe Harvey Improvements. He said they need to eliminate some of the unsafe movements on Joe Harvey.

Mr. Hicks closed the public hearing at 11:33 am. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the revised top 10 list for the ICIP. The vote on the motion was 5-0



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2016

SUBJECT: RFP 482-16
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 9, 2016
SUBMITTED BY: Tim Woomer, Utilities Director

Summary: To contain and treat the odorous compounds present within wastewater, biofiltration is utilized at the Wastewater Reclamation Facility. Biofiltration removes hydrogen sulfide and other gases present in the foul air into their simple compounds, primarily water and sulfuric acid. RFP 482-16: Biofilter Coating, Wastewater Reclamation Facility, is for the recoating of two biofilter vessels which after 8 years of continual service are showing initial signs of corrosion.

RFP 482-16 advertised on May 10, 2016 and closed on June 9, 2016. One qualified response was received from Riley Industrial Services, Inc., of Farmington, NM, who have proposed to perform the work at their Lubbock facility. Project engineer, Parkhill, Smith & Cooper, Inc (PSC) and City staff have rated the proposal submitted by Riley Industrial Services and engineer has issued a recommendation to award.

Fiscal Impact: \$162,719.23 (NMGRT included)

Reviewed By: 
Finance Department

Project has been budgeted at \$250,000 for FY16-17 under Fund 624062-44901-00037.

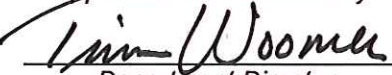

Attachments: RFP 482-16; Unit Price Proposal Contract; Evaluation Worksheet; Recommendation to Award; Contract between the City of Hobbs and Riley Industrial Services, Inc. for Biofilter Coating per RFP 482-16.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Award RFP 482-16, and enter into an agreement with Riley Industrial Services, Inc., to provide labor, material and services to rehabilitate two (2) biofilters per the conditions and specifications of RFP 482-16.

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. _____

PART I – GENERAL REQUIREMENTS

DIVISION I - ADVERTISEMENT

PROPOSAL NO. 482-16

BIOFILTER COATING- CITY OF HOBBS WASTEWATER RECLAMATION FACILITY

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 **June 9, 2016 at 2:00 p.m. (MST)**, to provide Materials, Installation, and Start-up Services for Biofilter Coating at the City of Hobbs Wastewater Reclamation Facility. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.

This project consists of coating the interior and exterior of two (2) existing biofilters at the treatment facility, including removing the filters from service according to phasing, patching of existing material, and disconnecting and reconnecting piping and electrical components. Proposer will provide their technical services, including a formal not-to-exceed cost proposal for the material procurement, installation, start-up, and testing of the coating system on the biofilters.

The City of Hobbs is seeking an authorized high performance coating representative with experience in wastewater coatings and application, and capable to perform all requirements associated with the coating of the biofilters. Proposer must have an authorized service center for warranty repairs and service within 500 miles of Hobbs, New Mexico to be considered.

DEADLINE - 2:00 p.m. (MST) on June 9, 2016

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 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 10, 2016

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS **REQUEST FOR PROPOSALS (RFP 482-16)**

The City of Hobbs (“COH” or “Owner”) extends an invitation to interested and qualified firms or individuals to submit a Statement of Qualifications (“Proposal”) to provide technical services, and construction related services for **BIOFILTER COATING** at Owners Waste Water Reclamation Facility.

Any individual(s) or firm(s) proposing to perform the services and provide the materials required of this RFP must have familiarized themselves with the requirements by conducting a site inspection prior to the RFP closing date of June 9, 2016 at 2:00 p.m. (MST). A site inspection form is included within the RFP and must be included within Proposers’ formal response.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

The purpose of this project is to complete a coating of the interior and exterior of the biofilters at the City of Hobbs Waste Water Reclamation Facility. The existing biofilters treat sour air that originates throughout the plant to acceptable levels prior to discharge. The biofilters utilize a media and spray system to allow biological removal of hydrogen sulfide gas and other odorous compounds. The biological action results in the formation of compounds that are destructive to the stainless steel body of the biofilters. The existing biofilters have a fiberglass liner on the interior meant to limit the exposure of the steel to the compounds. The liner has become compromised and resulting in leaks noticeable around the biofilter.

All respondents to RFP 482-16 are required to inspect the project site and conditions in order to familiarize themselves with the requirements of this project prior to the proposal closing date of June 9, 2016 at 2:00 p.m. (MST). Plans and specifications for the biofilter coating are provided in this proposal. A site inspection form is included within this RFP and must be completed and returned with Proposers formal response. All respondents to RFP 482-16 are responsible for coating the interior and exterior of two (2) existing biofilters at the treatment facility as shown in plans and specifications attached. The coating will include removing the filters from service according to phasing, and patching of existing material.

The successful Proposer will execute an agreement with the City of Hobbs to provide and be responsible for the coating of two (2) existing biofilters. Any patching of the existing steel biofilters will be included in the proposal. A warranty of one (1) year commencing on the date of successful startup shall also be provided.

Owner will be responsible for isolating and draining the biofilters and coordinating with the proposer on shutdown times and schedule. Proposer will note that each individual biofilter must successfully complete startup and testing prior to the removal of a succeeding biofilter. Proposer shall coordinate with owner upon delivery of each vessel to be coated off-site, as owner will be responsible for the loading and unloading of each vessel.

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 Waste Water Reclamation Facility Biofilters. Within reason, Owner will provide its technical assistance and knowledge of the biofilter system, however Proposer is responsible for verifying all information provided as a requirement of the project.
2. Proposer is experienced in the coating of wastewater equipment with a service center for warranty repairs and service within 500 miles of Hobbs, New Mexico.
3. Proposer understands that at least one biofilter will remain in service during 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 safety regulations.
4. Owner will provide on-site inspection services at the proposer's place of business for each vessel to be coated. Coating inspection will be required upon blasting of each vessel, prime coat of each vessel and final coat of each vessel. These inspections will be classified as "Hold Points" as these inspections must be approved and passed sequentially before the next coating is applied to each vessel. Owner will pay for all passing inspection testing. Proposer will pay for all failed inspection testing costs.

PROJECT CONTACTS:

Questions regarding the selection process:

Contact: Toby Spears,
Finance Director
Address: 200 E. Broadway
City / State / Zip: Hobbs, NM 88240
Phone Number: 575-397-9235

Technical Questions regarding scope of work:

Leo Wilson, WWRF Superintendent
1300 S. 5th St.
Hobbs, NM 88240
575-397-9315
lwilson@hobbsnm.org



PARKHILLSMITH&COOPER

4222 85th Street
Lubbock, Texas 79423
806.473.2200

July 21, 2016

Mr. Leo Wilson
WWTP Superintendent
City of Hobbs
200 E. Broadway Street
Hobbs, New Mexico 88240

Re: Recommendation for Award of Materials and Installation Services
City of Hobbs Wastewater Reclamation Facility Biofilter Coating
RFP No. 482-16

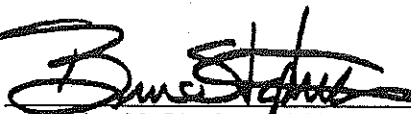
Dear Mr. Wilson:

Upon evaluation of each submitted proposal received on June 9, 2016 for the referenced RFP and in accordance with the criteria adopted by the City of Hobbs and included in the Request for Proposals to responding firms, the evaluation committee has ranked Riley Industrial Services, Inc.'s proposal the highest (please find the attached scoring sheet). It is, therefore, the recommendation of the evaluation committee that the City of Hobbs select Riley Industrial Services, Inc. as the Construction Contractor for the City of Hobbs Wastewater Reclamation Facility Biofilter Coating project.

Please feel free to contact me at any time if you have questions or concerns related to the selection or overall construction process.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 

Brian M. Stephens, PE
Sector Director/Principal

BMS/kg
Enclosures

\\Data1\Projects\2015\1942.16\BID-PROPOSAL PHASE\recommendation award.doc

**REQUEST FOR PROPOSAL NUMBER 482-16
BIOFILTER COATING**

EVALUATION WORKSHEET- RILEY INDUSTRIAL SERVICES, INC

| Criteria | Wt. Factor | Average | Brian Stephens, P.E. | Mark Carpenter, RPR | Bill Griffin, WVR/RF Ops Supv | Leo Wilson, WVR/RF Supr |
|---|----------------------------|---------|----------------------|---------------------|-------------------------------|-------------------------|
| 1. Business Profile Business description, years in service, years as wastewater and specialty coating and painting company, capabilities of business, including services offered. | 20 | 16.50 | 15 | 16 | 18 | 17 |
| 2. Construction Time Proposes schedule for the work to be performed. | 20 | 17.00 | 10 | 18 | 20 | 20 |
| 3. Personnel Responsible for Performing Work Qualifications and experience of personnel who will be performing the work required of Project. | 20 | 13.75 | 15 | 15 | 15 | 10 |
| 4. Material and Labor Costs Total cost of equipment, material and labor. | 20 | 16.25 | 20 | 20 | 15 | 10 |
| 5. References Business past record of performance in providing wastewater equipment coatings and associated services. | 10 | 12.50 | 20 | 20 | 5 | 5 |
| 6. New Mexico Business Preference for a New Mexico business within the State, OR New Mexico business with Veteran's Preference. | 0-10 See RFP for breakdown | 5.00 | 5 | 5 | 5 | 5 |
| TOTAL | 100 | 81.00 | 85.0 | 94.0 | 78.0 | 67.0 |

ATTACHMENT F: PROPOSAL SUBMITTAL FORM

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: June 8, 2016

PROJECT NUMBER: 482-16 – HOBBS WASTEWATER TREATMENT PLANT BIOFILTER COATING

Proposal of Riley Industrial Services, Inc. (hereinafter called Offeror)

To the Honorable Mayor and City Commission City of Hobbs, New Mexico (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of Hobbs Wastewater Treatment Plant Biofilter Coating, having carefully examined the plans, specifications, the proposal and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

| Item No. | Description | Unit | Estimated Quantity | Proposed Unit Price | Proposal Price |
|----------------------------|---|------|--------------------|---------------------|---------------------|
| BASE PROPOSAL | | | | | |
| 1. | Mobilization/Demobilization | LS | 1 | \$2,165.00 | \$2,165.00 |
| 2. | Transport of Biofilter Units | EA | 2 | \$5,583.00 | \$11,166.00 |
| 3. | Repair and Surface Preparation | EA | 2 | \$41,955.00 | \$83,910.00 |
| Interior Coating | | | | | |
| 4. | Stripe Coat - Tnemec Series 120-5002 Vinester (brushed into weld seams) | EA | 2 | \$2,360.00 | \$4,720.00 |
| 5. | Prime Coat - Tnemec Series 120-5002 Vinester (15.0-18.0 dry mils) | EA | 2 | \$7,885.00 | \$15,770.00 |
| 6. | Finish Coat - Tnemec Series 120-5001 Vinester (15.0-18.0 dry mils) | EA | 2 | \$7,885.00 | \$15,770.00 |
| Exterior Coating | | | | | |
| 7. | Prime Coat - Tnemec Series 66 Hi-Build Epoxoline (4.0-6.0 dry mils) | EA | 2 | \$2,530.00 | \$5,060.00 |
| 8. | Intermedial Coat - Tnemec Series 66 Hi-Build Epoxoline (4.0-6.0 dry mils) | EA | 2 | \$2,530.00 | \$5,060.00 |
| 9. | Finish Coat - Tnemec Series 290 CRU (2.0-3.0 dry mils) | EA | 2 | \$4,360.00 | \$8,720.00 |
| TOTAL BASE PROPOSAL | | | | | \$152,341.00 |

RSD Offeror's Initials

CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 90

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within ~~(120) One Hundred Twenty Days. Each biofilter vessel will be out of service no more than (45) forty-five days or liquidated damages will apply.~~

(90) CONSECUTIVE CALENDAR DAYS thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$750.00 for each consecutive calendar day in excess of the time set forth herein above for completion of this project.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Hobbs, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Hobbs in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

Offeror's Initials

CONTRACT

BIOFILTER COATING, CITY OF HOBBS WASTEWATER RECLAMATION FACILITY

This Contract, "Contract," is made and entered into the _____ day of _____, 2016, between the CITY OF HOBBS, a municipal corporation, hereinafter referred to as "OWNER," and RILEY INDUSTRIAL SERVICES, INC., hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and upon the terms, conditions and provisions set forth below, OWNER and CONTRACTOR agree as follows:

I. SCOPE OF CONTRACTOR'S WORK

A. CONTRACTOR will complete the **BIOFILTER COATING, CITY OF HOBBS WASTEWATER RECLAMATION FACILITY**, hereinafter referred to as the "Project," by furnishing all materials, labor, machinery, equipment and tools necessary for: Mobilization/demobilization, transport of biofilter units to and from CONTRACTOR's facility, the repair and surface preparation of unit interior and exterior surfaces, and application of approved coatings per RFP 482-16; Biofilter Coating, City of Hobbs Wastewater Reclamation Facility. All work to be performed and materials to be installed hereunder shall be in accordance with this contract and the technical specifications of RFP 482-16.

B. All construction shall further be in accordance with, and this Contract shall include all provisions of the following documents, which documents are hereby incorporated herein by reference, and which documents the parties hereby acknowledge that they possess and have knowledge of their contents: (1) Proposal Submittal Form; (2) Performance Bond; (3) Payment Bond; (4) Certificate of Insurance; (5) Technical Specifications; and (6) Project Drawings.

II. COMPENSATION

A. CONTRACTOR shall perform the construction of the Project on a per item price basis in accordance with the item description and quantities. Both parties agree that the item prices listed on CONTRACTOR's response to RFP 482-16 dated June 8, 2016, will remain the same, unless otherwise provided herein. The "Unit Price Proposal Contract," incorporated herein by reference, sets forth the item prices and estimated number of units, which figures have been used to arrive at the total base cost proposal of **\$152,341.00**. Applicable New Mexico Gross Receipts Tax will be added to this amount at the time of billing.

B. OWNER agrees to pay CONTRACTOR upon Engineers' acceptance of work performed and a recommendation for payment being issued upon delivery of each rehabilitated biofilter vessel to the City of Hobbs Wastewater Reclamation Facility.

III. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Both OWNER and CONTRACTOR agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of **\$750.00 (SEVEN HUNDRED FIFTY)** per calendar day as liquidated damages for each calendar day the project is not substantially complete, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by OWNER as reimbursement; or in the case of damage costs due to the CONTRACTOR, be billed to OWNER on the final pay request once all the punch-list items are corrected upon final project completion.

B. For purposes of this section, the contract time shall be calculated as the time allowed from the date stated in the Notice-to-Proceed until the time allowed for Substantial Completion, which shall be 90 (NINETY) calendar days for the base proposal, with days added for agreed-upon weather days, days added for OWNER-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or OWNER-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an OWNER-caused delay can only be counted, if no other work could be performed each day of the claimed delay. If the resulting net OWNER-caused delays exceed CONTRACTOR-caused and weather delays to the point of delaying the contractor beyond the date of substantial

completion, contractor shall be entitled to the agreed-upon liquidated damages as his sole and exclusive remedy for the costs of such delay.

C. For purposes of this specific project, Substantial Completion shall be defined as the date Engineer accepts work performed in rehabilitation of biofilters vessel and it is delivered to the Hobbs Wastewater Reclamation Facility, and OWNER is able to utilize biofilters vessel in the manner for which it was intended.

IV. INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend OWNER and its employees, officers and agents, against liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage to property caused by or arising out of the acts or omissions of CONTRACTOR, its officers, employees or agents.

V. MISCELLANEOUS

A. CONTRACTOR shall not transfer or assign his interest in this Contract without prior written approval from OWNER.

B. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.

C. It is mutually understood and agreed that this Contract shall be governed by the laws of the State of New Mexico, both as to interpretation and performance, and jurisdiction and venue relating to any litigation or dispute arising out of this Contract shall be in Lea County, New Mexico, only.

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

E. The foregoing Contract, inclusive of all documents identified herein and incorporated herein by reference, constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

F. Any change order shall be in writing and signed by both parties prior to any work begins pursuant to the change order.

IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this Contract, each of which shall be deemed an original, on the day and the year first above written.

ATTEST:

OWNER:
THE CITY OF HOBBS, NEW MEXICO

JAN FLETCHER, City Clerk

By _____
SAM COBB, Mayor

APPROVED AS TO FORM:

MIKE STONE, City Attorney

CONTRACTOR:
RILEY INDUSTRIAL SERVICES, INC

By _____
RALPH S. DOOLIN

Title _____