

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

August 17, 2020



Hobbs City Commission

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

Monday, August 17, 2020 – 6:00 p.m.
Virtual Meeting Held by Video Conference

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Joseph D. Calderon
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 3, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of August, 2020 (*Manny Gomez, Acting City Manager*)
 - 5 years – Lee Jackson, Water Distribution
 - 15 years – Jacob Campos, Engineering Department
 - 15 years – April Avila, Clerk's Office
 - 20 years – Robert Swain, Teen Center
 - 30 years – Sharon Wise, Hobbs Public Library

PUBLIC COMMENTS

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on August 17, 2020.

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

3. Resolution No. 6961 – Authorizing Removal of Outstanding Returned Checks Prior to June 30, 2016, Determined to be Uncollectible in the Amount of \$2,564.43 *(Toby Spears, Finance Director)*
4. Consideration of Approval of a Memorandum of Understanding Between the City of Hobbs and Lea County, New Mexico, to Share Grant Funding Available from the 2020 Edward Byrne Memorial Justice Assistance Grant Program *(John Ortolano, Police Chief)*

DISCUSSION

5. Discussion and Prioritization of the Top 10 Projects for the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP) *(Todd Randall, City Engineer and Kevin Robinson, Development Director)*

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

6. Resolution No. 6962 – Authorizing Submission of a Grant Application to Provide Funding for Public Transportation for FY 21-22 Under Section 5311 of the Federal Transit Act *(Jan Fletcher, City Clerk)*
7. Consideration of Approval to Purchase Electromagnetic Flowmeter Replacement at Potable Production Wells in the Amount of \$112,459.17 from Vector Controls, LLC *(Tim Woomer, Utilities Director)*
8. Resolution No. 6963 – Authorizing the Mayor to Execute a Grant Agreement with the State of New Mexico, Department of Finance and Administration, for 2020 Legislative Capital Appropriation Project Number 20-E3396 in the Amount of \$400,000.00 to Purchase and Equip Ambulances for the City of Hobbs Fire Department *(Barry Young, Deputy Fire Chief)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

9. Next Meeting Date:

- City Commission Regular Meeting
Tuesday, September 8, 2020, at 6:00 p.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9208 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 17, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 11, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of August 3, 2020

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 3, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the virtual meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Ms. Mollie Maldonado, Deputy City Clerk, called the roll and the following identified themselves as participating remotely through video conferencing and answered present:

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

The following staff members participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief
Valerie Chacon, Assistant City Attorney
John Ortolano, Police Chief
Tim Woomer, Utilities Director
Todd Randall, City Engineer
Kevin Robinson, Development Director
Mollie Maldonado, Deputy City Clerk

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

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

For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting.

Invocation and Pledge of Allegiance

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

Closed Session

Mayor Cobb stated he inadvertently left out a verbal announcement at the last meeting. For the record, he stated the City Commission convened in a virtual closed session on Monday, July 20, 2020, at 5:15 p.m., for the discussion of the purchase, acquisition or disposal of real property, specifically related to the acquisition of property located near the area of 200 East Broadway and near 1518 East Main. The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, the closed session was held as a virtual meeting conducted by video conference.

Approval of Minutes

Mayor Cobb requested a correction on Page 2 of the minutes of the July 20, 2020, regular Commission meeting to reflect that Shawn Hardison is from the Hobbs Police Department, not the Hobbs Fire Department. Commissioner Gerth moved that the minutes of the regular meeting held on Monday, July 20, 2020, be approved with the correction. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations and award of merit presented to the Commission.

Public Comments

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the Deputy City Clerk at mmaldonado@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on August 3, 2020. There were no public comments submitted.

Consent Agenda

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

Resolution No. 6960 – Approving the Vacation of the L Shaped Alleyway Located within Block 49 of the Original New Hobbs Addition and Re-plating Lots 5 through 22 into Lot 23.

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

Discussion

Water Office Update

Mr. Tim Woomer, Utilities Director, provided an updated for the Utilities Department. He stated the Hobbs Wastewater Reclamation Facility earned the 2019 Max Summerlot Award from the New Mexico Water and Wastewater Association. He stated it is the State's highest honor for excellence in operations, maintenance, management, safety and professionalism in water reclamation facilities.

Mr. Woomer explained the debt service and stated the revenue requirement also incorporates proposed debt for unfunded capital projects in the Capital Improvement Plan. He further stated the new debt is assumed to be issued each year over the five-year planning period. Mr. Woomer also explained the recovery from current rates, projected revenue performance under proposed rates, projected residential bill impact, in-City residential sample bill and residential water and wastewater bill benchmarking.

Mr. Woomer reviewed the recent history for past due accounts for the months of April, May and June, 2020. He stated there were no disconnects during those months and the \$50.00 delinquent fee was waived. Mr. Woomer stated Water Office personnel made telephone calls to delinquent account customers in June, 2020, to inform them that a \$50.00 delinquent fee would be imposed for the month of July, 2020, if the account is past due.

Mr. Woomer stated the Final Report for the Water and Wastewater Cost of Service and Rate Design Study will soon be distributed to the Commission.

In response to Commissioner Newman's question, Mr. Woomer stated the City only charges a \$50.00 delinquent fee and a re-connect fee is not charged. Mr. Woomer also stated the City has decreased its mailing of past due notices since the new policy went into effect regarding the increase in the delinquent fee.

Hobbs Police Department Update

Police Chief John Ortolano presented the 2020 mid-year update for the Hobbs Police Department to the Commission. He presented a sampling of crime data from January 2019 to June 2020 as follows:

	<u>Hobbs</u>	<u>Carlsbad</u>	<u>Midland, TX</u>
Rape	13% decrease	75% increase	55% increase
Robbery	280% increase (5 to 19)	33% decrease	56% increase
Assaults & Battery	10% decrease	24% increase	62% increase
Burglary	76% increase (180 to 317)	37% increase	25% increase
Auto Theft	23% increase (86 to 106)	45% increase	15% increase

Police Chief Ortolano also presented the statistics for the Municipal and Magistrate Court warrants and arrests by the Hobbs Police Department. He stated overall arrests have increased 6% in the current 2020 calendar year.

Police Chief Ortolano stated the Police Department is doing the following to make the community safer:

- Increased Traffic Unit by 2 Officers and a Sergeant (crashes are down 21%)
- Created "Neighborhood Enforcement Team" in June, 2020
- Patrol Squad staffing increased
- All patrol squads have a K9 officer assigned
- 2 Police Service Aides completed training
- 2 additional Detectives added
- More crime patrols taking place
- Working to deploy online citizen reporting system for certain crimes

Police Chief Ortolano stated citizens will soon be reporting crimes online. He stated, for example, if someone has their vehicle burglarized, a citizen can go online and report the incident without having to call for a police officer.

In reply to Commissioner Gerth's inquiry, Police Chief Ortolano stated DWI has increased by 14%.

Discussion and Prioritization of the Top 10 Projects for the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP).

Mr. Todd Randall, City Engineer, explained the Top 10 Projects for the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP). Mr. Randall stated the City of Hobbs Planning Board selected their Top 10 ICIP projects at a recent public meeting. He stated the City Commission is requested to discuss and individually rank the Planning Board's selection to establish the Top 5 Projects for inclusion within the ICIP plan. Mr. Randall stated each Commissioner is being asked to assign a ranking to each project as

recommended by the Planning Board by numbers one through ten with one being the most important project for the community. Mr. Randall stated the adopted resolution will be submitted to the New Mexico Department of Finance and Administration in September, 2020. He stated last year's Top 5 Projects were as follows:

1. Joe Harvey Boulevard Improvements
2. Community Housing Projects
3. Aerial Class A Pumper
4. West Bender Widening & Drainage
5. Street Resurfacing

Mr. Randall reviewed the detail of the Planning Board's Top 10 Recommendations as follows:

1. Joe Harvey Boulevard Improvements
2. Community Housing Projects
3. West Bender Widening & Drainage
4. Street Resurfacing
5. West Hobbs Industrial Park
6. West College Lane Realignment
7. Arterial Utility Extensions
8. Drainage Master Plan
9. Sewer Main Replacement
10. Update Comprehensive Plan

Mayor Cobb stated he respects the Planning Board recommendations but the City is currently under an economic situation and needs to focus on what the City really needs.

Action Items

FINAL ADOPTION: Ordinance No. 1125 – Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Located Northeast of the Intersection of Texas and Dal Paso, Containing 1.30 Acres More or Less, to Franklin Land Associates, LLC for the Purchase Price of \$190,000.00.

Mayor Cobb stated public comments on proposed Ordinance No. 1125 were requested to be submitted in writing via email to the Deputy City Clerk at mmaldonado@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on August 3, 2020. He stated no public comments were received.

Mr. Randall explained the ordinance and stated the City is proposing to sell and convey a parcel of land located Northeast of the intersection of Texas and Dal Paso Street, containing 1.30 acres, more or less, to Franklin Land Associates, LLC for the purchase price of \$190,000.00. He stated the purpose of the sale is economic development in the community.

Proper publication having been made, and there being no public comments having been submitted in writing prior to the meeting and there being no further discussion, Commissioner Calderón moved to adopt Ordinance No. 1125 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated the City of Hobbs is facing challenges and read a letter on his behalf and is made part of these minutes. He further stated he and the Commission will read a letter that promotes the City being proactive. Mayor Cobb stated each paragraph reflects the views of all of the Commission and he is proud of what they have done together.

Commissioners Newman, Mills, Fields, Calderón and Gerth, Acting City Manager/Fire Chief Gomez, and Mayor Cobb read a letter of unity from the Commission and the City. A copy of the letter is attached and made a part of the minutes.

Acting City Manager/Fire Chief Gomez explained the CARES Act Grant and stated the City will apply for reimbursement of supplies related to COVID-19. He stated the funds are being reimbursed by the New Mexico Department of Finance and Administration (NMDFA). Acting City Manager/Fire Chief Gomez stated the City will soon be reaching out to small businesses, with fewer than 50 employees, to participate in the Small Business Guidance and Loan program. He thanked the Mayor and Commission for their leadership and forward thinking in the community.

In reply to Mayor Cobb's question, Acting City Manager/Fire Chief Gomez stated the funds are being reimbursed by the NMDFA, not from the New Mexico Legislature.

Commissioner Mills cautioned everyone to pay attention to threats by the State in the oil and gas industry specifically regarding fracking.

Commissioner Fields stated he is a former City employee and has been retired for 10 years. He stated he has not seen much infrastructure improvement in District 3. He stated District 3 is in need of sidewalks.

Commissioner Calderón stated he is excited to see more restaurants offering outside dining.

Commissioner Penick stated he did not participate in the reading of the letter earlier during the meeting by the Commission because he did not get the opportunity to view the letter in its final form. He stated he fully agrees that the City Commission needs to stand together for the betterment of the community.

Commissioner Gerth encouraged citizens to call their respective Commissioner or any of the Commissioners if they have any concerns. He stated the Commission needs input from the citizens.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

This evening before I open the Comments from the Commissioners and City Manager, I want to let the community, the Commission and City Staff know what I see as challenges and opportunities for the remainder of this year and in 2021.

First, COVID 19, short of a miracle cure, is going to continue to be part of our lives for some time. We must, for the benefit of our friends and family and other members of our community be sensitive to our actions as it relates to reducing the spread of the disease.

That being said, we cannot continue to be reactive to the pandemic, we must continue be pro-active and innovative in our approach to moving our community forward.

The last 8 years are indicative of our ability to be proactive for the advancement of this community now and in the future!

Our focus should be on getting the CTE high school built, completing the construction of a new hospital and re-tooling our economic development efforts to look for opportunities to recruit companies to our community and retain companies in our community. The pandemic has only accelerated what was occurring in economic development. Site selectors no longer come to a community and kick the tires. They want go on the internet and find a community that has painted a picture of itself. Illustrating its economic advantages, its workforce attributes and its quality of life amenities.

With the new vocational high school coming out of the ground, the workforce development program at NMJC, a new hospital in the design phase , adequate housing for growth and our quality life amenities our City has advantages that cities 5 times our size wish they had and what is even better we have that picture painting tool already built ready for us to turn on the switch thanks to the Maddox Foundation.

It is clearly not the time to sit idle and let some company make an investment in a community that clearly cannot offer what Hobbs can offer. Now is the time to turn on that switch.

I encourage your input to your Commissioner, City Staff or directly to me as we work through the progression for an ENHANCED HOBBS.

Finally, this evening, the Commission has prepared a letter to share with all of you.

It will be delivered to you by all of us. We decided that the letter would have 8 paragraphs, one paragraph for each Commissioner to read, one for the City Manager to read and one for me to read.

It is important to note and remember that the first paragraph is no more important to each of us than the other and regardless who reads a paragraph the wording in the paragraph speaks for all of us.

With this explanation, I will ask each Commissioner to read their portion of the letter in numerical order of the Commission District they serve.

After the letter is read, I will offer the City Manager and the Commission to make any comments as we normally do before we adjourn.

As your Mayor, it gives me great pride to know that we have all come together as one to deliver the following message of support and strength.

Mr. Newman, Commission District 1 please proceed.

Commissioner Newman:

The Governing body of the City of Hobbs joins together in unity on our core values and beliefs. We, like many of our fellow citizens often turn on the television, pick up a newspaper, or talk with our friends and neighbors at the grocery store.

Commissioner Mills:

We, like you are inundated with stories of death, sickness, and political and racial division. We are often driven to fear and anger by forces outside of our community, and these outside forces exert negative influences upon us all leading to worry, fear and even anger.

Commissioner Fields:

Daily we have watched a public health crisis evolve into a political battle. The political battle is shaping a fractured future for our nation, our state and our beloved community of Hobbs. The same Television and newspaper that regularly deliver stories of death and destruction, now brings stories of "Right vs. Wrong" colored red or blue, labeled Democrat or Republican. In this environment, issues such as wearing a mask become so divisive that common ground can appear to be all but lost.

Commissioner Calderon:

We have always viewed Hobbs, America as a uniquely strong and cohesive community. We also must admit we have our problems and differences. However, like we always have, we handle our differences with a common bond attitude.

Commissioner Penick (for the record, did not read):

We all share a common bond, a blue collar work ethic and the will to get things done for our community. Whether we work in the oil field, the grocery store, for ourselves or city government, we are all committed to getting the job done. Our common bond exceeds political labels and beliefs.

Chief Gomez:

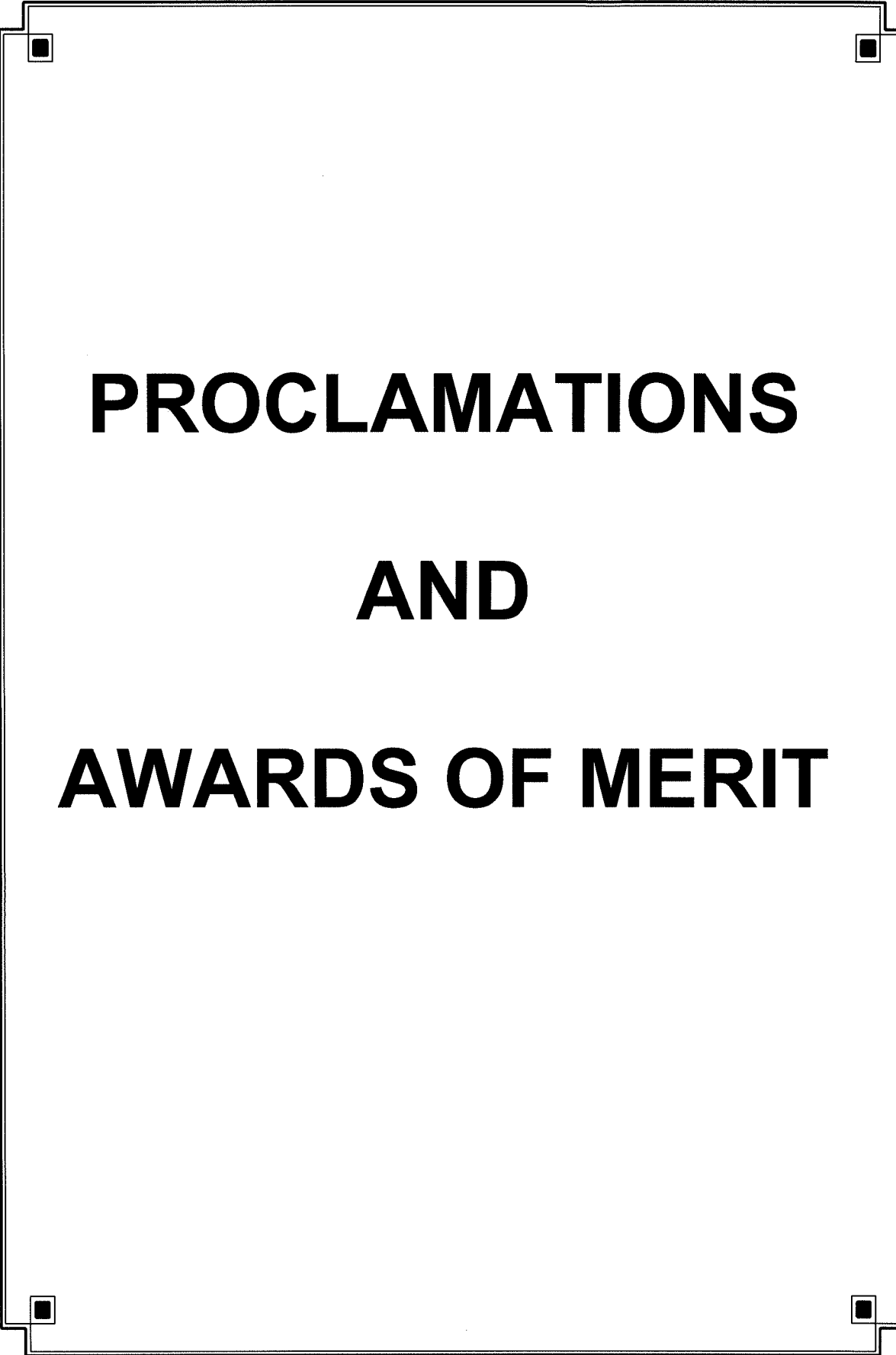
The City of Hobbs must and will remain focused on prosperity and the wellbeing of our community. The City being a political subdivision of the State of New Mexico will continue to work with the State government hand in hand, but the City's focus will remain on the wellbeing of the citizens of our community. Our focus is here, in Hobbs, every hour of every day. We stand with the people of the City of Hobbs.

Commissioner Gerth:

The governing body of the City of Hobbs is non-partisan. We do not see things with a blue or red tint, we see things with a black and gold tint. We will do things the "right way" the "Hobbs way" every single day. We join together today as a single entity, joined and bonded together by our core values and undying commitment to our community.

Mayor Cobb:

Hobbs, America must and will rally despite the toxic overly political atmosphere. The Mayor, City Commission and City Manager are convinced and certain the City of Hobbs and its citizens will rally! We will all pull together, and together we will weather the storms today and in the future. God Bless the City of Hobbs and God bless the United States of America.



**PROCLAMATIONS
AND
AWARDS OF MERIT**

August Milestones 2020

5 years

Lee Jackson	Water Distribution	8/16/2015
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15 years

Jacob Campos	Engineering	8/10/2005
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April Avila	Clerk's	8/22/2005
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20 years

Robert Swain	Teen Rec Center	8/20/2000
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30 years

Sharon Wise	Library	8/20/1990
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CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 17, 2020

SUBJECT: Removal of outstanding returned checks determined to be uncollectible.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: August 5, 2020
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Returned checks prior to June 30, 2016 resulting from payments made to the City totaling \$2,564.43 are deemed uncollectible based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 accounts with balances resulting from activity four years or older are to be removed from the list of accounts receivable of the City of Hobbs.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

There is no fiscal impact on a cash basis of accounting as these returned checks have been accounted for as they are returned.

Attachments: Resolution

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Approve the resolution to remove the uncollectible accounts from the list of accounts receivable.

Approved For Submittal By: _____

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 6961

A RESOLUTION AUTHORIZING THE REMOVAL
OF UNCOLLECTIBLE RETURNED CHECKS

WHEREAS, there are several uncollectible returned checks dated prior to June 30, 2016, resulting from various City services totaling \$2,564.43; and

WHEREAS, diligent efforts to collect the returned checks has been unsuccessful for a period of more than four years; and

WHEREAS, it is the Finance Director's opinion the accounts are uncollectible; and

WHEREAS, the city desires to remove the uncollectible returned check amount from the accounts receivable, pursuant to Section 3-37-7 NMSA 1978 amended.

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

PASSED, ADOPTED AND APPROVED this 17TH day of August, 2020

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
NSF Checks Reconciliation - General Fund 001-10090
06/30/2020

GL Date	Name	nsf amount	payment	nsf Balance	notes
FY2016					
07/02/2015	Socorro Nava	4.00		4.00	4.00
10/02/2015	Victoria Quiroz	100.00		100.00	104.00
12/30/2015	Suraj Corp	527.75		527.75	631.75
02/09/2016	J. Wilson	44.33		44.33	701.08
03/28/2016	Luis Auchiga-Vasquez	12.00		12.00	713.08
04/07/2016	Billy Grantham (ck cashed after affidavit)	350.00		350.00	1,063.08
04/14/2016	inmate trust (2 fraud cks)	1,484.85		1,484.85	2,547.93

City of Hobbs
NSF Checks Reconciliation - MVD 700-10090
06/30/2020

<i>GL Date</i>	<i>Name</i>	<i>NSF Amount</i>	<i>Payment</i>	<i>NSF Balance</i>	<i>GL Balance</i>	<i>Notes</i>
<hr/>						
<i>FY2016</i>						
<i>07/02/2015</i>	<i>Socorro Nava</i>	<i>16.50</i>		<i>16.50</i>	<i>16.50</i>	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 8/17/2020

SUBJECT: Authorizing the Hobbs Police Department to enter into a Memorandum of Understanding with the Lea County Sheriff's Office to share in grant funding from the 2020 Edward Byrne Memorial Justice Assistance Grant Program.

DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: August 10th, 2020
SUBMITTED BY: Sergeant Nathan Eubank

Summary:

The Hobbs Police Department and the Lea County Sheriff's Office request to enter into a Memorandum of Understanding to share grant funding available from the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG grant total is \$16,965. The grant split is a 60% / 40% sharing with the Lea County Sheriff's Office. The Hobbs Police Department will receive \$10,179 and the Lea County Sheriff's Office will receive \$6,786 in funding.

Fiscal Impact:


The City of Hobbs will be the fiscal agent for the full \$16,965 in grant funding. HPD will receive \$10,179 and LCSO will receive \$6,786

Reviewed By: 
Finance Department

Attachments:

1. Memorandum of Understanding
2. Edward Byrne Memorial Justice Assistance Grant Allocations Page

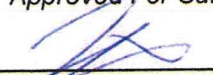
Legal Review:

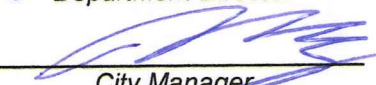
Approved As To Form: 
City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution to authorize HPD to enter into the MOU with the LCSO in regards to the distribution of JAG grant funding for 2020.

Approved For Submittal By:


Department Director


City Manager

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HOBBS AND
LEA COUNTY, NEW MEXICO**

This Memorandum of Understanding is made this _____ day of August 2020, by and between the City of Hobbs and Lea County.

WHEREAS, the 2020 Edward Byrne Memorial Justice Assistance Grant Program has awarded \$16,965 to the City of Hobbs and Lea County, New Mexico

And;

WHEREAS, the funding will be distributed as follows:

The Grant Total \$16,965.00 will be divided 60/40 with the City of Hobbs Police Department receiving \$10,179.00 and the Lea County Sheriff's Department receiving \$6,786.00

NOW, THEREFORE it is hereby agreed by the parties that the City of Hobbs will act as the fiscal agent.

AGREED:

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: _____
Sam Cobb, Mayor

By: _____
Rebecca Long
Commission Chairman

CITY OF HOBBS POLICE DEPT.

LEA COUNTY SHERIFF'S DEPT.

By: _____
John Ortolano, Chief of Police

By: _____
Corey Helton, Sheriff

APPROVED AS TO FORM:

By: _____
Efren Cortez
City of Hobbs Attorney

By: _____
John Caldwell
Lea County Attorney

2020 NEW MEXICO LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NM	BERNALILLO COUNTY	County	\$48,174	
NM	ALBUQUERQUE CITY	Municipal	\$506,584	\$554,758
NM	CHAVES COUNTY	County	*	
NM	ROSWELL CITY	Municipal	\$23,770	\$23,770
NM	CURRY COUNTY	County	*	
NM	CLOVIS CITY	Municipal	\$19,640	\$19,640
NM	DONA ANA COUNTY	County	\$12,648	
NM	LAS CRUCES CITY	Municipal	\$19,922	\$32,570
NM	EDDY COUNTY	County	*	
NM	ARTESIA CITY	Municipal	\$10,536	\$10,536
NM	LEA COUNTY	County	*	
NM	HOBBS CITY	Municipal	\$16,965	\$16,965
NM	MCKINLEY COUNTY	County	*	
NM	GALLUP CITY	Municipal	\$25,718	\$25,718
NM	RIO ARRIBA COUNTY	County	*	
NM	ESPANOLA CITY	Municipal	\$17,458	\$17,458
NM	SANDOVAL COUNTY	County	*	
NM	RIO RANCHO CITY	Municipal	\$13,586	\$13,586
NM	SANTA FE COUNTY	County	*	
NM	SANTA FE CITY	Municipal	\$22,198	\$22,198
NM	BELEN CITY	Municipal	\$10,020	
NM	FARMINGTON CITY	Municipal	\$32,968	
NM	LOS LUNAS VILLAGE	Municipal	\$11,803	
NM	OTERO COUNTY	County	\$10,489	
NM	SAN JUAN COUNTY	County	\$46,554	
NM	VALENCIA COUNTY	County	\$27,172	
	Local total		\$876,205	

DISCUSSION



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 17, 2020

SUBJECT: DISCUSS AND PRIORITIZE THE TOP 10 PROJECTS AS RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD FOR THE FY 2022-2026 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 27, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs Planning Board selected their Top 10 ICIP projects at a public meeting held on July 21, 2020. The City Commission is requested to discuss and individually rank the Planning Boards selection to establish the TOP 5 PROJECTS for inclusion within the Plan.

Last year (per Resolution # 6843), the Top 5 Projects were: #1 Joe Harvey Boulevard Improvements; #2 Community Housing Projects; #3 Aerial Class A Pumper; #4 West Bender Widening & Drainage; and #5 Street Resurfacing.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY2022-2026 ICIP should also be included in the FY2022-2026 City budgets respectively.

Attachments: Planning Board Top 10 Recommendations.

Legal Review:

Approved As To Form: _____ City Attorney

Recommendation:

Staff requests that the Commission discuss this issue and individually rank the Top 10 Projects recommended by the City of Hobbs Planning Board.

Approved For Submittal By:

[Signature] 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
2022 ICIP Project List (For FY 2021 Legislature)

Planning Boards Recommendations
Top 10
2022 Priority List

- #1 *Sewer Main Replacement/Joe Harvey Median / Basin Renovations***
- #2 *Community Housing Projects***
- #3 *West Bender Widening Project & Drainage***
- #4 *Street Resurfacing***
- #5 **West Hobbs Industrial Park****
- #6 **West College Lane Realignment****
- #7 **Arterial Extensions****
- #8 **Drainage Master Plan****
- #9 **Sewer Main Replacement****
- #10 **Update Comprehensive Plan****

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

CITY OF HOBBS

RESOLUTION NO. 6843

A RESOLUTION APPROVING THE FISCAL YEAR 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

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

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

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

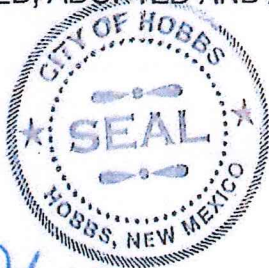
WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on July 31, 2019, 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 3rd day of September, 2019.



ATTEST:


JAN FLETCHER, City Clerk


SAM D. COBB, Mayor

**Fiscal Year 2021 – 2025
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Sam D. Cobb

CITY COMMISSION

**Joseph D. Calderón, Mayor Pro Tem
Marshall Newman
Christopher Mills
Patricia A. Taylor
Roy Dwayne Penick
Don R. Gerth**

ACTING CITY MANAGER

Manuel Gomez



CITY OF HOBBS
2021 - 2025 ICIP Project List
City Commission Recommendations
Top 5 Priority List

- #1 Joe Harvey Boulevard Improvements**
- #2 Community Housing Projects**
- #3 Aerial Class A Pumper**
- #4 West Bender Widening & Drainage**
- #5 Street Resurfacing**

				date	Budget 2021	FY 2022
2022001	2022	001	Joe Harvey Blvd. Improvements	0	775,000	7,500,000
2022002	2022	002	Community Housing Projects	14,620,678	4,364,324	1,000,000
2022003	2022	003	West Bender Widening Project & Drainage	41,772	500,000	7,500,000
2022004	2022	004	Street Resurfacing	25,696,543	1,030,332	1,000,000
2022005	2022	005	West Hobbs Industrial Park	184,960	3,400,000	1,500,000
2022006	2022	006	West College Lane Realignment	0	550,000	1,500,000
2022007	2022	007	Arterial Utility Extensions	0	1,500,000	750,000
2022008	2022	008	Drainage Master Plan & Improvements	213,147	486,853	750,000
2022009	2022	009	Sewer Main Replacement	16,890,014	6,635,366	750,000
2022010	2022	010	Update Comprehensive Plan	0	0	150,000
2022011	2022	011	Citywide Fiber Network	0	1,200,000	1,000,000
2022012	2022	012	Veterans Memorial	59,421	653,079	500,000
2022013	2022	013	Public Facility Security Improvements	51,000	538,000	1,000,000
2022014	2022	014	Public Facility Roof Reconstruction	77,000	805,000	1,000,000
2022015	2022	015	Apache Dr/Fowler St Utilities Extension	0		75,000
2022016	2022	016	RR Crossing Upgrades and New Crossings	0	295,047	150,000
2022017	2022	017	Joe Harvey & Central Traffic Signal		0	750,000
2022018	2022	018	Traffic Signal Upgrades on SR 18	1,533,613	355,106	800,000
2022019	2022	019	Water Main Replacement	2,523,372	965,538	1,000,000
2022020	2022	020	Parks and Rec. Master Plan Study	0	0	125,000
2022021	2022	021	Del Norte Park Expansion Area	0	0	450,000
2022022	2022	022	Street Sign Replacement	67,714	34,739	50,000
2022023	2022	023	CDBG Annual Project	901,820	150,000	1,000,000
2022024	2022	024	Projection of Central West	0	0	75,000
2022025	2022	025	SR18 Corridor - Safety / Congestion Improve	0	0	0
2022026	2022	026	Manhole Repair Program	96,318	573,682	0
2022027	2022	027	MAP Roadway Rehabilitation Projects	0	0	0
2022028	2022	028	Arterial COOP Project	0	0	0
2022029	2022	029	Municipal Recreational Facilities	90,000,000	4,281,488	0
2022030	2022	030	Municipal Vehicles and Equipment	5,590,086	1,697,059	0
2022031	2022	031	Infrastructure Extensions	2,140,088	2,022,498	0
2022032	2022	032	Arterial Roadway Enhancement Projects	0	0	0
2022033	2022	033	ADA Intersection Improvement Project	0	0	0
2022034	2022	034	Water Wells Program	624,609	0	0
2022035	2022	035	Traffic Study Update	21,144	0	350,000
2023001	2023	001	Jefferson Basin Renovation	0	0	250,000
2023002	2023	002	FEMA Map Update	0	0	0
2023003	2023	003	HPD Mobile Command Post	0	0	400,000
2023004	2023	004	Outdoor Range Phase II	423,821	0	450,000
2023005	2023	005	Fire / Police Training Facility	0	0	225,000
2023006	2023	006	Northwest Bypass	0	0	600,000
2023007	2023	007	New Municipal Detention Facility	0	0	0
2024001	2024	001	Wildland Fire Apparatus	0	0	0
2024002	2024	002	Fowler Street Extension	0	0	0
2024003	2024	003	Industrial Frontage Road	0	0	0
2024004	2024	004	Water System Improvements (North Reservoir)	0	0	3,000,000
2024005	2024	005	Heizer Park Renovations	1,542,200	400,000	500,000
2025001	2025	001	Millen Projection	0	0	0
2025002	2025	002	New Elevated Water storage	0	0	300,000
2025003	2025	003	Bender Median Renovations	0	0	25,000
2026001	2026	001	Southeast Bypass	374,075	0	0
2026002	2026	002	Taylor Ranch Improvements	1,200,000	0	0
2026003	2026	003	Bensing South Projection	0	0	0
2026004	2026	004	Sanger Street Improvements	0	0	0

Number of projects:	Funded to Date	Current Budget 2021	Year: 1
Grand Totals	166,144,695	35,513,111	36,475,000



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 17, 2020

SUBJECT: Resolution Authorizing Submission of a Grant Application to Provide Funding for Public Transportation for FY 21-22 Under Section 5311 of the Federal Transit Act

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 10, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The City of Hobbs operates the Hobbs Express Public Transportation Program under a Section 5311 Grant through the Federal Transit Act (FTA) administered by the NMDOT, Transit and Rail Division. The program has been in continuous operation under this format since 1989. The annual grant application requires that each applicant submit a resolution of support from the municipality served by the project which is attached for consideration by the Commission.

This is a formulary grant for Federal FY 21-22 and the grant application is summarized as follows:

Table with 4 columns: Category, Total, Federal Share, Local share. Rows include Administrative (80/20), Operating (50/50), Capital (80/20), and TOTAL.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

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

Attachments:

- Resolution Authorizing Grant Application Under Section 5311 of the FTA
-Budget Request Summary Pages

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6962

A RESOLUTION AUTHORIZING THE CITY OF HOBBS
TO SUBMIT A GRANT APPLICATION TO THE STATE OF NEW MEXICO,
DEPARTMENT OF TRANSPORTATION, FOR THE
HOBBS EXPRESS PUBLIC TRANSPORTATION PROGRAM
FOR FY 21-22 UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

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

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

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

WHEREAS, the City of Hobbs continues to support the transit program and commits to provide local matching funds in the proposed amount of **\$527,620.93**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 21-22 to the State of New Mexico, Department of Transportation, for operation of the Hobbs Express public transportation program.

PASSED, ADOPTED AND APPROVED this 17th day of August, 2020.

SAM D. COBB, Mayor

ATTEST:
















JAN FLETCHER, City Clerk

Application

Application: Section 5311 Program (Rural/Non-Urbanized Public Transportation) **Application Deadline:** 8/31/2020
 FY 2022 Application 11:59:00 PM
Organization: City of Hobbs **Year:** 2022 **Status:** Not Submitted

Application Form(s)

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

		<u>Documents</u>	
	Download	2022 Application Guide	
		Articles of Incorporation	Re-Upload
		501(C)3 Certification (Required for Non-Profits)	Attach
		SAM.gov Debarment and Suspension Search Verification	Re-Upload
		Current Audit (FY 19)	Re-Upload
		Transit Related Audit Finding Documentation (If Applicable)	Attach
		Procurement Policy (New Applicants and Updated Policies)	Re-Upload
		Historical and Application Year Budget Information	Attach
		Map of Service Area	Re-Upload
		Demographic Information	Re-Upload
		Ridership and Transit System Statistics	Attach
		Civil Rights Complaints/Review Activities Documentation	Attach
		Program Coordination	Attach
		Letter(s) of Resolution of Financial Commitment of Local Match (Include Dollar Amount)	Attach
		Letter(s) of Program Support from Municipality, Board, or Council	Attach
		Program Justification	Attach
		Operations Profile	Re-Upload

Requires Upload



Optional



Upload Complete



Project(s)

Attach

Description	Line Item	Year	Description	Stimulus	Net Project Cost
Remove	300901	2022	Operating Assistance up to 50% Federal Share- Rural		\$887,201.00
Remove	117900	2022	Project Administration - Project Administration		\$112,238.16
Remove	111201	2022	Buy Replacement - Bus STD 40 FT		\$141,432.00
Remove	111201	2022	Buy Replacement - Bus STD 40 FT		\$141,432.00
Remove	114404	2022	Rehab / Renovation - Storage Facility		\$25,000.00

Budget Request Summary

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration Less 20.00 % Local Match	\$112,238.16	\$89,790.53	\$22,447.63	\$0.00
Capital Less 20.00 % Local Match	\$307,864.00	\$246,291.20	\$61,572.80	\$0.00
Operating Less 50.00 % Local Match	\$887,201.00	\$443,600.50	\$443,600.50	\$0.00
Total	\$1,307,303.16	\$779,682.23	\$527,620.93	\$0.00

Budget Summary

Expense

Supplies

1-11-05	Office Supplies	\$4,000.00
1-11-10	Furniture and Equipment under \$500	\$0.00
1-11-20	Janitorial Supplies	\$0.00
1-11-95	Other	\$0.00
2-08-05	Shop Supplies	\$18,500.00
2-08-10	Furniture & Equipment under \$500	\$0.00
2-08-15	Printing	\$0.00
2-08-95	Other	\$15,000.00

Vehicle Costs

2-11-05	Fuel	\$65,000.00
2-11-10	License & Fees	\$750.00
2-11-15	Oil & Lubricants	\$4,500.00
2-11-20	Replacement Parts	\$15,000.00
2-11-25	Tires	\$6,748.00
2-11-30	Vehicle Maintenance	\$30,000.00
2-11-35	Vehicle Painting	\$0.00
2-11-40	Vehicle Interior Maintenance	\$0.00
2-11-45	Freight	\$0.00
2-11-50	Vehicle Repair	\$0.00
2-11-95	Other	\$0.00

Insurance

1-07-05	Buildings and Contents	\$3,957.00
1-07-10	General & Employee Liability Insurance	\$0.00
1-07-15	Surety and Fidelity Bonds	\$0.00
1-07-20	Claims Deductible	\$0.00
1-07-25	Vehicle Insurance	\$13,500.00
1-07-95	Other	\$0.00

Communications

1-03-05	Fax Machine	\$0.00
1-03-10	Internet Subscriber Services	\$0.00
1-03-15	Postage	\$0.00
1-03-20	Telephone	\$0.00
1-03-25	Cell Phone	\$0.00
1-03-30	Radio	\$0.00
1-03-35	Repeater Fees	\$0.00
1-03-95	Other	\$0.00
2-03-05	Cell Phone	\$1,943.00
2-03-10	Telephone	\$7,350.00
2-03-15	Radio Repeater	\$0.00
2-03-20	Mobile Radio	\$5,000.00
2-03-25	Radio	\$0.00
2-03-95	Other	\$0.00

Occupancy Costs

1-08-05	Office Rent	\$0.00
1-08-10	Utilities	\$0.00
1-08-20	Building Maintenance	\$2,500.00
1-08-95	Other	\$0.00
2-06-05	Building Maintenance	\$3,500.00
2-06-10	Operational Rent	\$0.00
2-06-15	Utilities	\$15,000.00
2-06-20	Building Insurance	\$0.00
2-06-25	Building and Grounds	\$3,600.00
2-06-95	Other	\$0.00

Contractual Services

1-04-05	Audit	\$0.00
1-04-10	Advertising	\$18,000.00
1-04-15	Equipment Rental	\$0.00
1-04-20	Contractual Services - Other	\$0.00
1-04-25	Contractual Services - Janitorial	\$0.00
1-04-30	Indirect Costs	\$0.00
1-04-95	Other	\$0.00
2-04-05	Maintenance - Machinery and Equipment	\$0.00
2-04-10	Equipment Rental	\$0.00
2-04-15	Contractual Services - Other	\$0.00
2-04-20	Transit Services	\$0.00
2-04-30	Indirect Cost Rate	\$0.00
2-04-95	Other	\$0.00

Training

1-12-05	Training	\$0.00
1-12-95	Other	\$0.00
2-09-05	Training	\$2,000.00
2-09-95	Other	\$0.00

Capital Expenses

3-01-00	Capital Cost	\$307,864.00
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Fringe Benefits

1-02-05	FICA	\$3,600.00
1-02-10	PERA Retirement	\$4,500.00
1-02-15	Health Insurance	\$6,390.16
1-02-20	Unemployment Insurance	\$0.00
1-02-25	Workmen's Compensation	\$0.00
1-02-30	Other Fringe Benefits	\$0.00
1-02-95	Other	\$441.00
2-02-05	FICA	\$32,830.00
2-02-10	PERA Retirement	\$51,597.00
2-02-15	Health Insurance	\$132,000.00
2-02-20	Unemployment Insurance	\$0.00
2-02-25	Worker's Compensation	\$6,413.00
2-02-30	Other	\$52,470.00
2-02-95	Other	\$0.00

Personnel Costs

1-09-10	Physicals	\$0.00
1-09-15	Hepatitis Vaccinations	\$0.00
1-09-95	Other	\$0.00
2-07-05	Uniforms	\$4,000.00
2-07-06	Background Checks	\$0.00
2-07-10	Hepatitis Vaccinations	\$0.00
2-07-15	Physicals	\$0.00
2-07-95	Other	\$0.00

Dues and Subscriptions

1-05-05	NMTA	\$400.00
1-05-10	SWTA	\$300.00
1-05-15	Transit Publications	\$0.00
1-05-20	CTAA	\$600.00
1-05-21	Business Registration Fees	\$0.00
1-05-95	Other	\$0.00

Printing/Copying Costs

1-10-05	Printing	\$4,000.00
1-10-10	Copying	\$2,500.00
1-10-95	Other	\$0.00

Travel

1-13-05	Mileage	\$0.00
1-13-10	Public Transport Fares	\$0.00
1-13-15	Per Diem	\$0.00
1-13-20	Registration Fees	\$500.00
1-13-25	Lodging and Meals	\$500.00
1-13-30	Other	\$0.00
2-10-05	Mileage	\$0.00
2-10-10	Public Transport Fares	\$0.00
2-10-15	Per Diem	\$0.00
2-10-20	Registration Fees	\$0.00
2-10-25	Lodging & Meals	\$2,500.00
2-10-30	Other	\$0.00

Equipment

1-06-05	Equipment Lease	\$0.00
1-06-10	Equipment Repair	\$0.00
1-06-15	Computer	\$0.00
1-06-95	Other	\$0.00
2-05-10	Assigned Vehicle Use	\$0.00
2-05-15	Equipment Rental	\$0.00
2-05-95	Other	\$0.00

Salaries and Wages

1-01-05	Director	\$32,550.00
1-01-10	Managers	\$0.00
1-01-12	Financial Manager	\$0.00
1-01-15	Clerical Support Staff	\$14,000.00
1-01-20	Accounting Staff	\$0.00
1-01-25	Administrative Assistant	\$0.00
1-01-30	Village Administrator	\$0.00
1-01-35	CFO	\$0.00
1-01-40	Salary Adjustments	\$0.00
1-01-45	Chief Executive Officer	\$0.00
1-01-50	Transportation Coordinator	\$0.00
1-01-55	Public Works Director	\$0.00
1-01-60	Janitor	\$0.00
1-01-65	Temporary	\$0.00
1-01-95	Other	\$0.00
2-01-05	Supervisor	\$78,000.00
2-01-10	Drivers	\$315,000.00
2-01-15	Mechanics	\$0.00
2-01-20	Dispatcher	\$31,500.00
2-01-25	Janitor	\$12,000.00
2-01-30	Salary Adjustment	\$0.00
2-01-35	Overtime	\$0.00
2-01-40	Mechanic Supervisor	\$0.00
2-01-45	Auto Parts Clerk	\$0.00
2-01-50	Maintainer	\$0.00
2-01-55	Accountant	\$0.00
2-01-60	Laborer	\$0.00
2-01-95	Other	\$0.00

Revenue (Non-Calculated)

Advertising

Advertising	\$0.00
-------------	--------

Contracting

Contracting	\$0.00
-------------	--------

Revenue

Passenger Fares

2-11-55	Passenger Fares	\$25,000.00
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Total Expenses	\$1,332,303.16
Total Revenue	\$25,000.00
Net Project Cost	\$1,307,303.16

Additional Documents

Document Name:

Select Document No file chosen

[Upload](#)

No documents attached.

Comments

Comments	Update By
No records to display.	

Insert

History Log

Status	Comments	Last Modified By
Uploaded: SAM.gov Debarment and Suspension Search Verification		Jan Fletcher on 8/7/2020 2:57:14 PM
Uploaded: Operations Profile		Jan Fletcher on 8/7/2020 2:52:07 PM
Re-Uploaded: Map of Service Area		Jan Fletcher on 8/7/2020 2:45:46 PM
Uploaded: Demographic Information		Jan Fletcher on 8/7/2020 2:43:37 PM
Uploaded: Articles of Incorporation		Jan Fletcher on 8/7/2020 2:36:38 PM
Uploaded: Procurement Policy (New Applicants and Updated Policies)		Jan Fletcher on 8/7/2020 2:34:50 PM
Uploaded: Current Audit (FY 19)		Jan Fletcher on 8/7/2020 2:29:15 PM
Uploaded: Map of Service Area		Jacque Pennington on 7/21/2020 10:46:22 AM



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 17, 2020

SUBJECT: Electromagnetic Flowmeter Replacement at Potable Water Production Wells
DEPT. OF ORIGIN: Utilities Department
DATE SUBMITTED: August 5, 2020
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The City of Hobbs operates twenty nine (29) Potable Water Production Wells. Four (4) Well Sites have already been outfitted with new Electromagnetic Flow Meters which leaves twenty five (25) Well Sites to be completed.

The currently installed meter equipment has reached its expected useful life and is starting to fail. This results in continued loss of meter accuracy. The existing Meters no longer meet accepted Standards of Measurement.

These meter upgrades will allow the Utilities Department to obtain accurate granular flow delivery data from each of the Potable Water Production Wells. That data can then be accurately compared to the amount of water delivered from the five (5) Booster Pump Stations (BPS Reservoirs) to the Water Distribution System's AMR data obtained from the City's service meters. This data comparison will assist in the detection of system leaks and identify sources of water loss.

The City has a sole source procurement agreement with Vector Controls, LLC who is the sole source vendor and supplier of the Endress-Hausser Electromagnetic Flowmeters that the Utilities Department is proposing to purchase and install in-house. The Endress-Hausser Electromagnetic Flowmeters are fully compatible with the new Potable Water SCADA System and exceed industry standards for accuracy and service life.

Fiscal Impact: \$ 112,459.17

Reviewed By: 
Finance Department

Funds for the Electromagnetic Flowmeter Replacement at Potable Water Production Wells are approved and budgeted in FY21 Enterprise Fund Budget in account 61-4061-44901-00287.

Meter Cost:	\$ 109,980.71
Freight:	\$ 2,478.46
Total Cost:	\$ 112,459.17

Attachments:

Vector Controls, LLC - Quotation Summary

Legal Review:

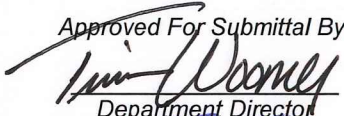
Approved As To Form: _____



City Attorney

Recommendation:

Approve the purchase of twenty five (25) Electromagnetic Flowmeters to replace existing meters at the City's Potable Water Production Wells from Vector Controls, LLC in the amount of \$112,459.17.

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: _____
File No. _____

Denied



Endress+Hauser 

People for Process Automation

CITY OF HOBBS
Accounts Payable
200 E. Broadway
HOBBS NM 88240

Ship to:
Peter Zacharias
WWRF City of Hobbs
1300 South 5th St.
Hobbs, NM 88240

QUOTATION

Number	: 2003250683
Date	: 07/13/2020
Customer No.	: 46193079
Your request	: .
Inside Sales	: Vector Controls LLC - Sales
Inside Sales Tel. No.	: 800-896-5678
Inside Sales E-Mail	: southsales@vectorcag.com
Outside Sales	: Patrick Quist
Outside Sales Tel. No.	: 800-969-5678
Outside Sales E-Mail	: pquist@vectorcag.com

Issue PO to:
Endress+Hauser c/o Vector Controls LLC
2350 Endress Place
Greenwood, IN 46143

Attention: PETE ZACHARIAS

Thank you for your interest in Endress+Hauser products. Per your request, we are pleased to provide the attached quotation.

Additional information about our products and services is available at our web site: www.us.endress.com.

Endress+Hauser has been serving customers throughout the world for over fifty years. We can help provide the solutions you need for the measuring of level, pressure, flow, liquid analysis, process recording, and temperature.

If you should have any questions or need further assistance, please feel free to contact me at your earliest convenience.

We look forward to working with you.

Endress+Hauser Inc.
4333 W Sam Houston Pkwy N
Ste 190
Houston, TX 77043
Phone : (713) 300-6200
Fax : (713) 300-6202

Remit To:
P.O. Box 663674
Indianapolis, IN 46266-3674
Toll Free 1-888-ENDRESS
www.us.endress.com

Summary

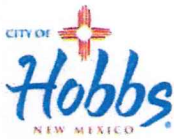
Item	Quantity	Material	Delivery Time	Unit price USD	Final price USD
010	1	5W4C1H-16TP0/0 5W4C1H-AAELHP2DHA1KGB+EBZ1 Promag W 400, 5W4C1H, DN100 4"	9 day(s)	3,132.42	3,132.42
020	4	5W4C1H-16TQ8/0 5W4C1H-AAELHP2DHA1KGB+EBZ1 Promag W 400, 5W4C1H, DN100 4"	37 day(s)	3,215.84	12,863.36
030	10	DK5GD-1HAHL Promag, grounding disc/protect	11 day(s)	137.95	1,379.50
040	5	DK5GC-1HL Promag L/W/P/S,E, grounding ca	13 day(s)	38.67	193.35
050	7	5W4C1F-172Q6/0 5W4C1F-AAELHP2DHA1KGB+EBZ1 Promag W 400, 5W4C1F, DN150 6"	42 day(s)	3,579.70	25,057.90
060	14	DK5GD-1FAHL Promag, grounding disc/protect	11 day(s)	196.33	2,748.62
070	7	DK5GC-1FL Promag L/W/P/S,E, grounding ca	21 day(s)	38.67	270.69
080	7	5W4C2H-12LF6/0 5W4C2H-AAELHP2DHA1KGB+EBZ1 Promag W 400, 5W4C2H, DN200 8"	On Request	4,007.54	28,052.78
090	14	DK5GD-2HAHL Promag, grounding disc/protect	11 day(s)	208.41	2,917.74
100	7	DK5GC-2HL Promag L/W/P/S,E, grounding ca	21 day(s)	38.67	270.69
110	6	5W4C2F-PJ78/0 5W4C2F-AAELHP2DHA1KGB+EBZ1 Promag W 400, 5W4C2F, DN250 10"	On Request	5,011.78	30,070.68
120	12	DK5GD-2FAHL Promag, grounding disc/protect	11 day(s)	232.58	2,790.96
130	6	DK5GC-2FL Promag L/W/P/S,E, grounding ca	21 day(s)	38.67	232.02

Date: 07/13/2020

Page 3

Total Price	109,980.71
Shipping & Handling	2,478.46

TOTAL PRICE	USD	112,459.17
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CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 17, 2020

SUBJECT: 2020 State Appropriation; 20-E3396 City of Hobbs Fire Department Ambulance Purchase
DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: August 12, 2020
SUBMITTED BY: Barry young, Deputy Fire Chief

Summary:

A State of New Mexico 2020 Legislative Capital Appropriation Project in the amount of \$400,000 has been awarded to the City of Hobbs Fire Department to purchase and equip ambulances, including advanced life support capabilities. This project will address the need to replace current ambulances which are reaching the end of their operational capability within our Emergency Medical Services (EMS) system. This project will allow the department to continue the high level of service expected and currently provided to the community.

A resolution from the City of Hobbs Commission is required which authorizes the Mayor to sign the grant agreement, and designates an official representative and a Fiscal Officer who will be the points of contact and authorized signatory(s) for reimbursement requests and other documents required by the Department of Finance Administration.

Fiscal Impact: \$400,000 (revenue)

Reviewed By: [Signature]
Finance Department

After execution of the grant agreement, the City will be eligible to submit for reimbursement of actual costs for the purchase of ambulances and equipment up to the appropriation amount of \$400,000.00. The reversion date for this appropriation is June 30, 2022.

Attachments:

- 1. Resolution authorizing the Mayor to sign grant agreement 20-E3396
2. Grant Agreement 20-E3396; State of New Mexico, Department of Finance and Administration

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approve a resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 20-E3396 in the amount of \$400,000.00 to purchase and equip ambulances for the City of Hobbs Fire Department.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6963

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT
2020 CAPITAL APPROPRIATION PROJECT NUMBER 20-E3396
PURCHASE AND EQUIP AMBULANCES FOR CITY OF HOBBS FIRE DEPARTMENT

WHEREAS, the State of New Mexico 2020 Legislative Capital Appropriation Project has been awarded to the City of Hobbs Fire Department; and

WHEREAS, this grant is for the purchase and equipping of ambulances, including advanced life support capabilities; and

WHEREAS, this project will address the need to replace current ambulances which are reaching the end of their operational capability within our Emergency Medical Services (EMS) system;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for the Project No. 20-E3396, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 17th day of August, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Hobbs**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 72, Paragraph 36, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E3396 \$400,000.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2020, Chapter 81, Section 72, Paragraph 36, Four Hundred Thousand Dollars
(\$400,000.00) to purchase and equip ambulances, including advanced life support capabilities, for
the fire department in Hobbs in Lea county.

The Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars (**\$400,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (**\$0.00**), which equals Four Hundred Thousand Dollars (**\$400,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Hobbs
Name: Barry Young
Title: Deputy Chief
Address: 200 E. Broadway St. Hobbs, NM 88240
Email: byoung@hobbsnm.org
Telephone: 575-397-8606

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Hobbs
Name: Toby Spears
Title: Finance Director
Address: 200 E. Broadway St. Hobbs, NM 88240
Email: tspears@hobbsnm.org
Telephone: 575-397-9235

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Maxx PL Hendren
Title: Project Manager
Address: Bataan Memorial Bldg. Rm. 202 Santa Fe, NM 87501
Email: MaxxP.Hendren@state.nm.us
Telephone: 505-331-9191

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Hobbs** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Hobbs**’ decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Hobbs**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Hobbs** or the Department.”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Hobbs** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Hobbs'** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): _____
 G. Grant Balance: _____
 H. GF GOB STB (attach wire if first draw)
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer

 Date

 Division Project Manager

 Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00_____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.