

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1

Christopher R. Mills – District 2

Larron B. Fields – District 3

Joseph D. Calderón – District 4

Dwayne Penick – District 5

Don R. Gerth – District 6

City Manager

Manny Gomez

August 2, 2021



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

Monday, August 2, 2021 – 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
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

Regular in-person meetings have now resumed in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on August 2, 2021, addressed via email to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

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 July 19, 2021, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

None

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, August 2, 2021.

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

2. Resolution No. 7081 - Authorizing Adoption of Required CDBG Annual Certifications and Assurances (Citizen Participation Plan, Fair Housing, Residential Anti-Displacement and Relocation Assistance Plan; Section 3) *(Todd Randall, City Engineer)*
3. Resolution No. 7082 – Authorizing an MOU with the Lea County Sheriff's Office to Share in Grant Funding from the 2021 Edward Byrne Memorial JAG Grant in the Total Amount of \$20,035.00 *(John Ortolano, Police Chief)*
4. Consideration of Approval of an Amendment to the CES Contract with Souder Miller & Associates for Additional Costs on the WWRF Discharge Permit #37 Stage One Abatement Plan Proposal in the Amount of \$10,517.83 *(Tim Woomeer, Utilities Director)*
5. Consideration of Approval of an Amendment to the CES Contract with Souder Miller & Associates for Additional Resident Project Representative (RPR) Services for the Phase 11 Waterline Replacement Project Resident Project Representative (RPR) Services in the Amount of \$15,000.00 *(Tim Woomeer, Utilities Director)*
6. Consideration of Approval of a Second Amendment to the CES Contract with Souder Miller & Associates for Services at the CORE Pump Room in the Amount of \$10,500.00 *(Shelia Baker, General Services Director)*

DISCUSSION

7. Discussion and Prioritization of the Top 10 Projects for the FY 2023-2027 Infrastructure Capital Improvements Plan (ICIP) *(Todd Randall, City Engineer and Kevin Robinson, Development Coordinator)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 7083 - Accepting Custody of a 1961 Republic F105D Aircraft for Display at the Hobbs Veterans Memorial Park (*Commissioner Dwayne Penick*)
9. Consideration of Approval of a CES Contract with Souder Miller & Associates for Resident Project Representative (RPR) Services on the Water and Sewer Extension to the Lea County Airport in the Amount of \$92,700.00 (*Todd Randall, City Engineer*)
10. Resolution No. 7084 – Authorizing the Submission of a Grant Application to the U. S. Department of Housing and Urban Development Community Development Block Grant Program for the 2021 Hobbs Infrastructure Improvement Project (*Todd Randall, City Engineer*)
11. Consideration of Approval of a CES Contract with Souder Miller & Associates for Professional Design Services for a CDBG Project in Southeast Hobbs, New Mexico (*Todd Randall, City Engineer*)
12. Resolution No. 7085 – Authorizing the City of Hobbs to Enter Into a Cooperative Agreement with the State of New Mexico Tourism Department Regarding the New Mexico True COOP Agreement (*Meghan Mooney, Communications Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

13. Next Meeting Date:

- City Commission:
Regular Meeting – ***Monday, August 16, 2021, at 6:00 p.m.***

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 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 2, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 30, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of July 19, 2021

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

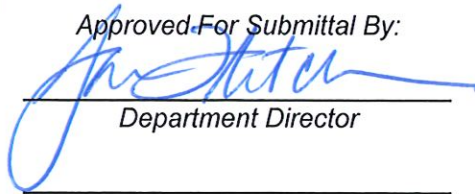
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 19, 2021, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also 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 meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting and everyone viewing through Livestream. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth (*Telephonically*)

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Barry Young, Deputy Fire Chief
Kevin Shearer, Fire Battalion Chief
John Ortolano, Police Chief
Shane Blevins, Police Captain
Doug McDaniel, Recreation Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Kevin Robinson, Development Director
Bryan Wagner, Parks & Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Christa Belyeu, Assistant Information Technology Director
Shelia Baker, General Services Director
Tanya Sanchez, Community Service Administrative Coordinator
Bobby Arther, Municipal Judge
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
6 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, July 6, 2021, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Recognition of City Employees - Milestone Service Awards for the Month of July, 2021

Mr. Manny Gomez, City Manager, recognized the employees who have reached milestone service awards with the City of Hobbs for the month of July, 2021, which total 25 years of service worked. He read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 5 years – Andrea Urso, Hobbs Police Department
- 20 years – John Benavides, Hobbs Police Department

Mr. Gomez thanked the Commission for recognizing the employees and their service to the City. He stated the City's employees are the most important resource and asset within the organization. He expressed thanks and appreciation to the employees and their families.

Mayor Cobb and Mr. Gomez welcomed Mr. Mike Gallagher, Lea County Manager, and Mr. Bobby Arther, Hobbs Municipal Judge, to the meeting.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, July 19, 2021. There were no public comments submitted either in person or in writing.

Consent Agenda

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

Resolution No. 7068 - Authorizing a Membership Agreement with the Southeastern New Mexico Economic Development District Council of Governments for FY 21-22 in the Amount of \$10,237.00.

Resolution No. 7069 – Authorizing the Removal of Uncollectible Returned Checks Dated Prior to June 30, 2017, in the Amount of \$1,661.20.

Resolution No. 7070 - Approving the FY 2021 DFA 4th Quarter Financial Report.

Resolution No. 7071 – Approving the FY 2021 DFA 4th Quarter Financial Report for Lodgers' Tax.

Resolution No. 7072 – Authorizing a Litter Control and Beautification Grant Agreement with the State of New Mexico Tourism Department.

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

Discussion

Update on Community Engagement

Commissioner Calderón stated he has been knocking on doors in District 4 for many years. He further stated he has always asked the Police Chief to accompany him, not for safety reasons, but to show his support for the Hobbs Police Department (HPD) and encourage involvement. He added this summer he added groups of children from Southern Heights Elementary School in Kindergarten through Fourth Grade. He reported the citizens they visited with were supportive of the City and Mr. Gomez' leadership, Supportive of Hobbs Municipal Schools and supportive of HPD. Commissioner Calderón stated there were a couple of incidents that Police Chief Ortolano was able to clear up. He commended Chief Ortolano for involving Lt. Marina Barrientes and Code Enforcement Supervisor Art De La Cruz in knocking on doors.

Hobbs Police Chief John Ortolano stated there were three main reasons behind HPD and Code Enforcement knocking on doors. The first reason was being on foot he and the officers were able to see and hear things that they would not normally hear from a patrol car. He further stated this was important for the Code Enforcement Department as this is their first year as a division of HPD. Police Chief Ortolano stated the second reason was to give the citizens direct access to the Chief of Police, so they can see that he is not a figure behind a desk. It gave the citizens an opportunity to ask questions about the actions taken, or not taken, by officers. He further stated he was able to show the Code Enforcement Officers that if an action is important to him, then it should be important to them. Police Chief Ortolano stated he learned that HPD has a good relationship with the community.

Police Chief Ortolano stated when speaking to the citizens, he found the concerns they felt were most important are quality of life issues, such as parking, code enforcement and taking pride in their community. He further stated citizens want more code enforcement throughout the City.

Police Captain Shane Blevins stated he has been with HPD for 16 years and knocking on doors in the community was very hot work, but a very good learning experience. He stated listening and being proactive in the community is beneficial to hearing what defines the quality of life issues of the citizens. He stated he heard a lot about cleaning up neighborhoods. He thanked Commissioner Calderón for inviting him along and thanked Police Chief Ortolano for allowing him the opportunity.

Commissioner Calderón stated he encouraged HPD and Code Enforcement to leave business cards and contact information. He expressed his appreciation to Police Chief Ortolano and thanked all of those that joined him in going door to door.

Mayor Cobb commended everyone involved for their participation.

Action Items

Resolution No. 7073 – Adopting the FY 21-22 Final Budget

Mr. Toby Spears, Finance Director, explained the resolution and stated the preliminary FY 2021-2022 budget for the City of Hobbs was approved on May 17, 2021. He further stated this final budget incorporates into that preliminary budget as the ending cash balance as of June 30, 2021, and the beginning balance of the FY 22 Budget. He added this budget also incorporates carryovers (items budgeted in the FY 21 fiscal year that were not completed) as well as new requests. Mr. Spears stated adjustments to transfers have been made to meet State of New Mexico fund balance requirements, while maximizing the cash balance in the General Fund. He further stated the closeout balance is \$143,000,000.

Mr. Spears stated the main fund to watch in the upcoming fiscal year will be the gross receipt taxes in the General Fund. He further stated the cash reserve is 48% even though the State only mandates an 8.3% reserve and the City has very conservative management of its funds. He explained the change in the State distribution of gross receipt taxes that took effect on July 1, 2021, is cause for close monitoring of the General Fund. Mr. Spears stated the FY 22 Budget will be submitted to the New Mexico Department of Finance Administration for approval by July 31, 2021. The FY 22 preliminary budget is available on the City's website for citizens to view. He gave kudos and expressed thanks to Ms. Deb Corral, Assistant Finance Director, for all of her assistance in preparing the budget.

Commissioner Fields expressed his appreciation to Mr. Spears and the Finance Department for keeping him informed during the budget process.

There being no comment or discussion, Commissioner Calderón moved that Resolution No. 7073 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes,

Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7074 – Authorizing an Allocation of Lodgers' Tax to Various Entities for Events

Mr. Spears stated the Lodgers' Tax Board met on July 14th, 2021 and recommended funding for the following events:

Western Heritage Museum	\$ 26,181.00
Southwest Symphony	\$ 34,717.00
United Way of Lea County	\$ 88,500.00
Hobbs Chamber of Commerce	\$ 49,178.95
Cycle City Promotions	\$ 50,000.00

He stated the total funding requests for all events is \$ 248,576.95.

Mr. Spears stated as of June 30, 2021, the unallocated Cash Balance for the Lodgers' Tax Fund is as follows:

Cash for Grants	\$ 451,427.64
City and County	\$ 732,720.40
Airline Subsidy	\$ 0.00

He stated the total unallocated amount available is \$1,184,148.04.

Mr. Spears stated revenue is down significantly due to the COVID-19 health pandemic. He further stated the allocations have been conservative. He added the five event requests are for events that will occur through June, 2022.

In response to Mayor Cobb's question, Mr. Spears stated the request from United Way of Lea County in the amount of \$88,500 for the Kick-Off Concert is a new request. He stated United Way of Lea County previously received funds from the J. F Maddox Foundation for a concert but it was cancelled in 2020.

In answer to Commissioner Smith's question, Mr. Spears stated the funding request is for sound and lighting for the concert at which they hope to have 4,000 spectators.

Commissioner Smith stated he is struggling with the United Way of Lea County request. He stated while citizens need this type of event, it is tough spending that much for one event. He stated he hopes to see information regarding how many people this concert actually brings to hotels in Hobbs.

Mayor Cobb stated he is in favor of events that will bring heads in beds and boost the retail economy in Hobbs.

Commissioner Penick stated the last event at the Hobbs Airfield Speedway had over 1,700 spectators.

Commissioner Mills stated the United Way Kick-Off Concert will be an opportunity to collect new information on the event. He added the information will allow the Commission to re-think future events.

There being no further comment or discussion, Commissioner Penick moved that Resolution No. 7074 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 7075 – Authorizing a Memorandum of Understanding with Lea County for Airline Subsidy for FY 21-22

Mr. Efren Cortez, City Attorney, explained the resolution and stated it authorizes the Mayor to execute a Memorandum of Understanding (MOU) with Lea County detailing the terms and responsibilities of the entities' joint requirements for the airline subsidy. He stated the City of Hobbs and Lea County will provide subsidy funding up to \$1.15 million dollars each for the service pursuant to the MOU between the City and Lea County. Mr. Cortez stated the MOU will be presented to the Lea County Board of Commissioners on July 22, 2021.

Commissioner Smith stated the City has executed an MOU for airline subsidy since 2011 and has never utilized the full subsidy amount. He stated during COVID-19, the City only funded \$730,000.00.

Commissioner Calderón moved that Resolution No. 7075 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Mr. Mike Gallagher, Lea County Manager, stated there are currently 11 flights out of Hobbs to Houston, Texas, weekly. He further stated ridership has increased 74% and the Lea County Regional Airport will soon be increasing to two flights per day. He added flights to Denver, Colorado, will possibly be added in October, 2021. Lea County Manager Gallagher stated Lea County would like to encourage economic development in Hobbs and Lea County.

Mayor Cobb commended Lea County for the substantial improvements made to the Lea County Regional Airport. He encouraged everyone to go to the airport and view the improvements and stated they are a great investment at the airport.

Lea County Manager Gallagher stated there are now more than 600 parking spaces at the Lea County Regional Airport.

Resolution No. 7076 – Authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 21-22

Mr. Cortez explained the resolution and stated the resolution authorizes the Mayor to execute a Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) to encompass all funding lines to the EDC. He explained pursuant to a MOU with Lea County, the City and County will each provide a subsidy up to \$1.15 million dollars for the jet airline services. He further stated the City of Hobbs will provide an additional \$150,000.00 for marketing FlyHobbs from Lodgers' Tax. Mr. Cortez stated the Commission approved funding appropriations to EDC for operations, special projects, and retail recruitment in the amount of \$275,000.00 on July 6, 2021. Mr. Cortez stated this professional services agreement will encompass both the airline subsidy and marketing FlyHobbs in the amount of \$1.3 million and the funds for operations, special projects, and retail recruitment in the amount of \$275,000.00.

Commissioner Smith stated he is a strong supporter of the EDC. He stated the work they do substantially improves the quality of life in Hobbs and Lea County.

There being no further comment or discussion, Commissioner Smith moved that Resolution No. 7076 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 7077 - Approving a Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association

Ms. Valerie Chacon, Deputy City Attorney, explained the resolution and stated pursuant to the Hobbs Municipal Code, the City and the Hobbs Police Officers Association, Local 701 ("Union"), participated in collective bargaining negotiations on June 23, 2021. She stated the previous Collective Bargaining Agreement (CBA) expired on June 30, 2021. The City and Union have finalized negotiations and the proposed CBA was ratified by the Union on July 13, 2021.

Ms. Chacon stated the noted provisions include:

- The CBA is for one (1) year and shall end on June 30, 2022;
- Union Members will receive an annual increase of 4% (FY 22);
- The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases;
- Starting pay for certified Police Officers shall be increased to \$27.77. If the 4% increase would bring a bargaining unit employee over \$27.77, the employee will receive the 4%

increase. If the 4% increase would not bring the bargaining unit employee up to \$27.77, the employee will forego the 4% increase and will have their salary increased to \$27.77;

- Other sections were amended for clarity and consistency.

Ms. Chacon expressed her appreciation to Mr. Tom Martin, Attorney for the Union, and Hobbs Police Detective Jorge Soriano, Union President, for all of their assistance during the Union negotiations.

Detective Soriano stated the Union went into negotiations knowing that 2020 took its toll on the City. He further stated the 4% increase will be good for the officers as well as aid in the recruitment and retention of officers for the Hobbs Police Department (HPD). He added HPD is currently down 25 positions. The goal for the Union and HPD is to build relationships within the community.

Mayor Cobb commended Detective Soriano for his leadership and partnership through the Union negotiations.

In response to Commissioner Calderón's question, Detective Soriano stated the recruiters for HPD are doing a good job getting applications but they are just not panning out. He stated he is unsure of the reason they cannot recruit new officers. He also stated HPD is having difficulty retaining officers.

Hobbs Police Chief Ortolano stated COVID-19 did have a negative impact on the recruitment of officers but recruitment is getting more back to normal. He further stated even being down on the number of full time officers, HPD is still faring better than some other agencies. He added HPD does not tolerate misconduct.

Mayor Cobb encouraged HPD to keep the bar high for its officers.

In response to Commissioner Fields' inquiry, Ms. Chacon stated this Union agreement raises the minimum pay for certified officers from \$26.02 to \$27.77.

Mayor Cobb stated this increase will bring Hobbs up to par with other agencies.

Commissioner Fields stated police officers and teachers are not paid enough based on the issues they deal with daily. He expressed concern regarding the upcoming changes to cannabis and how cannabis will change mental health issues. He commended Hobbs Fire Department, HPD and EMS for all their work in the community.

Commissioner Mills stated Hobbs has high standards for hiring police officers. In this uncertain climate, he stated the CBA seems to be a good balance of all things.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 7077 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick

yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 7078 - Authorizing the City Manager to Enter Into a Contract with the Non-Metro Area Agency on Aging (NMAAA) for FY 21-22 Funding

Mr. Doug McDaniel, Recreation Director, explained the resolution and stated the Hobbs Senior Center has submitted an Area Plan to NMAAA, and has been awarded up to \$156,791 for FY 22 to provide meal services for senior citizens. He explained this funding will partially reimburse the City of Hobbs for 46,000 meals expected to be served during FY22 at \$3.41 per meal. Mr. McDaniel stated the contracted cost per meal with Great Western Dining, which provides the meals, is \$3.97 per meal. He further stated staff has determined that with associated costs to include personnel, transportation, operating and equipment expenses the actual cost per meal is \$10.68. He added in both FY20 and FY21, the City of Hobbs did receive additional funds from the State for meal costs. Mr. McDaniel stated Senior Center staff is continuing to make the Grab N' Go Meals, which were very popular while the Senior Center was closed during the pandemic, available to those who do not wish to come into the Senior Center for the dally meal service at lunch.

Ms. Angela Courter, Senior Affairs Coordinator, stated she is blessed to work with the Hobbs Seniors. She added they are glad to be back at the Hobbs Senior Center. She also stated the Hobbs Senior Center will be hosting dances again soon.

There being no further comment or discussion, Commissioner Fields moved that Resolution No. 7078 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7079 – Approving a Development Agreement with Sorrento Property II, LLC, Concerning the Development of Multi-Family Housing

Mr. Kevin Robinson, Development Director, explained the resolution and stated Sorrento Property II, LLC has requested a Development Agreement concerning the development of multi-family housing units located within the municipal boundaries, located on the developer's property located on McKinley Street. The developer proposes to produce 88 market rate units and is requesting infrastructure incentives of \$125,000.00.

There being no comment or discussion, Commissioner Calderón moved that Resolution No. 7079 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the contract and supporting documentation is attached and made a part of these minutes.

Resolution No. 7080 – Approving the Final Plan for Kass Glorietta-Iron Subdivision Located Southeast of the Intersection of Glorietta and Dal Paso as Submitted by Property Management Plus, LLC

Mr. Robinson explained the resolution and stated the Final Plan for Kass Glorietta-Iron Subdivision, has been submitted by Property Management Plus, LLC. He further stated the proposed subdivision is located southeast of the intersection of Glorietta and Dal Paso within the municipal boundaries encompassing +/-1 .73 acres and will contain five single family residential lots. Mr. Robinson stated the Planning Board approved the Final Plan for this Subdivision on June 15, 2021.

In response to a question from Mayor Cobb, Mr. Robinson confirmed this property is located east of Holiday restaurant off Dal Paso Street.

There being no further comment or discussion, Commissioner Penick moved that Resolution No. 7080 be approved as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular Commission Meeting is Monday, August 2, 2021, at 6:00 p.m.

Mr. Gomez stated the City will again be hosting the Large Item Pickup this year. The dates are scheduled as follows: August 14, September 11, October 2 and November 6.

Mr. Gomez stated there has been an uptick in activity going on in the community. He stated USSSA hosted a tournament with 122 teams this weekend and there will be another fast pitch tournament on August 7, 2021, with approximately 280 participants.

Mayor Cobb stated there was also a large event held at Rockwind.

Mr. McDaniel confirmed the SENM Jr. Open was held on Saturday, July 17, 2021, with 75 golfers. Unfortunately, the golfers were rained out on Sunday. He stated the course conditions at Rockwind Community Links are really good. He commended Mr. Bryan Wagner, Parks and Open Spaces Director, and Mr. Matt Hughes, Golf Course Superintendent, for keeping the course in such good shape.

Mr. McDaniel stated the Cornhole Tournament held at Rockwind Grill raised \$15,000.00 and is growing into a favorite event.

Commissioner Smith stated he learned there were 30 rooms reserved for the umpires at the USSSA Tournament. He commended the City's investment made to the fields was well done.

Commissioner Gerth stated he is looking forward to having turf at the Jefferson Ballparks.

Mr. Gomez thanked the Commission for their support on the budget. He thanked Mr. Spears, Ms. Corral and the Finance Department staff for the detailed, systematic approach they took to preparing the budget. He stated the FY 22 Budget reflects the priorities of the City.

Mr. Gomez thanked the Union and negotiation teams for their work on the CBA.

Commissioner Mills stated the City has accepted the delivery of the F105 Fighter Jet for the Hobbs Veterans Memorial Park. He further stated the photo on social media had 2,600 "likes". He added the Hobbs Veterans Memorial Park is gaining a lot of community interest. Commissioner Mills stated he will be updating the community bi-weekly after the committee meetings.

Commissioner Mills echoed Police Chief Ortolano's statements and stated Commissioner Calderón helped him when he was new in town.

Commissioner Fields stated there is work being done to the staircases at Hobbs Apartments. He also stated a new Dollar General is being built at the intersection of Texas and Dal Paso.

Commissioner Fields commended Police Captain Blevins and the Code Enforcement Department. He stated weeds are a problem and it is important for property owners to maintain their property.

Commissioner Fields also commended Mr. Spears on the budget preparation.

Commissioner Fields stated there is a new variant to COVID-19 and he is concerned about wearing masks, especially with school starting soon. He encouraged everyone to be safe and smart.

Commissioner Calderón stated the City has been frugal with its funds.

Commissioner Calderón stated former HMS Superintendent, Mr. T.J. Parks, has been inducted into the Superintendent Hall of Fame.

Commissioner Penick thanked Lt. Alvin Mattocks for giving his grandkids a tour of HPD.

Commissioner Penick also expressed his appreciation to Police Captain Blevins for the work he is doing with Code Enforcement.

Commissioner Penick stated he is getting calls regarding the restoration of the F105 Fighter Jet which will be located at the Hobbs Veterans Memorial Park. He is very excited about the project.

Commissioner Penick commended Ms. Chacon and Mr. Cortez for their professionalism.

Commissioner Penick thanked Ms. Courter and stated feeding and taking care of Hobbs senior citizens is a very important job.

Commissioner Smith commended Detective Soriano and expressed his appreciation for the leadership he provides at HPD.

Commissioner Smith also commended Ms. Chacon, Mr. Cortez and Police Chief Ortolano for their professionalism.

Commissioner Smith thanked Mr. Spears for his budget presentation.

Mayor Cobb thanked everyone for their attendance at tonight's meeting.

Mayor Cobb stated the Topping Out Ceremony for Covenant Hobbs Hospital will be held on Thursday, July 29, 2021, at 10:00 a.m. He stated more information will be coming soon about the progress of the hospital.

Mayor Cobb stated he will be attending a Policy Committee Meeting at the New Mexico Municipal League (NMML) next week. He is serving on the Taxation Committee regarding House Bill 6 (HB6). He stated the Committee is working on a resolution for a change in legislation. All of the communities need to understand how HB6 could adversely affect their local economies. Mayor Cobb stated HB6 will have a huge negative impact on Hobbs and Southeastern New Mexico.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:25 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: ADOPTION OF REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL CERTIFICATIONS AND COMMITMENTS (2021)

DEPT. OF ORIGIN: Engineering Department

DATE SUBMITTED: August 2, 2021

SUBMITTED BY: Todd Randall, City Engineer

Summary:

Citizen Participation Plan:

The City certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing:

The City certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin.

Residential Anti-Displacement and Relocation Assistance Plan:

The City certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity.

Section 3:

The City certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Community Development Block Grant projects are an important source of revenues to upgrade low and moderate income areas in the City.

Attachments:

Resolution, Citizen Participation Plan, Fair Housing Plan, Residential Anti-Displacement and Relocation Assistance Plan, Section 3 Plan

Legal Review:

Approved As To Form: Efren A. Cortez City Attorney

Recommendation:

Consideration and approval of the Resolution to adopt the CDBG Annual Certifications and Commitments

Approved For Submission By: TODD RANDALL 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. 7081

A RESOLUTION AUTHORIZING ADOPTION OF THE REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL
CERTIFICATIONS AND COMMITMENTS (2021)

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Hobbs wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin

Residential Anti-Displacement & Relocation Assistance certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity

Section 3 certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to adopt the above CDBG certifications and commitments that must be adopted annually.

PASSED, ADOPTED AND APPROVED at a duly called and convened regular meeting of the governing body of the City of Hobbs this 2nd day of August, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 1-Z

CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, CITY OF HOBBS has prepared and adopted this Citizen Participation Plan.

Objective A

CITY OF HOBBS will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

CITY OF HOBBS will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

CITY OF HOBBS will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

CITY OF HOBBS will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

CITY OF HOBBS will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

CITY OF HOBBS will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

FAIR HOUSING REQUIRED ELEMENTS

A resolution of the _____ CITY COMMISSION _____ of the _____ CITY _____ of _____ HOBBS _____, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the _____ CITY COMMISSION _____ of the _____ CITY _____ of _____ HOBBS _____ hereby wish all persons living, working, doing business in or traveling through this _____ CITY _____ to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the _____ CITY _____ of _____ HOBBS _____ to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the _____ CITY _____ of _____ HOBBS _____ will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the _____ CITY _____ of _____ HOBBS _____ shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the _____ CITY _____ of _____ HOBBS _____ shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

1. FAIR HOUSING PROCLAMATION - APRIL 2021
2. Poster and Proclamation displayed at City Hall
3. Water Bill to Resident - Fair Housing Statement and web-page reference
4. City of Hobbs Web-Page - Fair Housing w/ Links
 - * Office of Fair Housing Website
 - * Fair Housing Equal Opportunity for All
 - * Equal Housing Poster (English / Spanish)
5. Fair Housing Coloring Books in City Hall Lobby Area (Engineering Dept.)
6. Social Media posts on City of Hobbs Government Site

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, CITY OF HOBBS must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps CITY OF HOBBS will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. CITY OF HOBBS's Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within CITY OF HOBBS to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless CITY OF HOBBS has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between CITY OF HOBBS and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before CITY OF HOBBS enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, CITY OF HOBBS must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in

the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within CITY OF HOBBS. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in CITY OF HOBBS and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, CITY OF HOBBS must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within CITY OF HOBBS.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to CITY OF HOBBS for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if CITY OF HOBBS or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the CITY OF HOBBS determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. CITY OF HOBBS determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by CITY OF HOBBS covering the rehabilitation or demolition.

IX. Grievances

The CITY OF HOBBS will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The CITY OF HOBBS is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The CITY OF HOBBS has appointed AUGUST 2, 2021 as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the CITY OF HOBBS. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the CITY OF HOBBS shall:

1. Hiring
 - a. Advertise for all CITY OF HOBBS positions in local newspapers
 - b. List all CITY OF HOBBS job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the CITY OF HOBBS. This means that if two equally qualified persons apply and one is a resident of the CITY OF HOBBS and one is not, the resident will be hired
 - d. Maintain records of CITY OF HOBBS hiring as specified in the CDBG Resolution to Adopt CDBG Requirements (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated with a CDBG grant agreement.

2. Contracting

- a. The CITY OF HOBBS will compile a list of businesses, suppliers and contractors located in the CITY OF HOBBS.
- b. These vendors will be contacted for bid or quotes whenever the CITY OF HOBBS requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the CITY OF HOBBS and one from outside the CITY OF HOBBS, the contract will be awarded to the business located within the community.

3. Training

The CITY OF HOBBS shall maintain a list of all training programs operated by the CITY OF HOBBS and its agencies and will direct them to give preference to CITY OF HOBBS residents. The CITY OF HOBBS will also direct all CDBG sponsored training to provide preference to CITY OF HOBBS residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The CITY OF HOBBS shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The CITY OF HOBBS will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in CITY OF HOBBS and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for CITY OF HOBBS. Information contained in our Section 3 Plan reflects the status of the CITY OF HOBBS employees regarding lower income considerations based on their salary paid by the CITY OF HOBBS.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The CITY OF HOBBS herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE CITY COMMISSION of the CITY
of HOBBS on this 2nd day of August, 2021.

ATTEST:

APPROVED AS TO FOR:

CITY Clerk

CITY Attorney

Plan Adoption Date: AUGUST 2, 2021

Adoption Instrument: RESOLUTION

Certified By: _____

SAM D COBB
MAYOR

Date

Copy to Local Government Division with attachments



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: Authorizing the Hobbs Police Dept. to enter into a Memorandum of Understanding with the Lea County Sheriff's Office to share in grant funding from the 2021 Edward Byrne Memorial Justice Assistance Grant Program.

DEPT. OF ORIGIN: Hobbs Police Department
DATE SUBMITTED: July 23, 2021
SUBMITTED BY: John Ortolano, Chief of Police

Summary:

The Hobbs Police Department (HPD) and the Lea County Sheriff's Office (LCSO) request to enter into a Memorandum of Understanding to share grant funding available from the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG grant total is \$20,035. The grant split is 60% / 40% sharing with LCSO. The HPD will receive \$12,021 and LCSO will receive \$8,014 in funding.

Fiscal Impact:


Reviewed By: 
Finance Department

The City of Hobbs will be the fiscal agent for the full \$20,035 in grant funding. HPD will receive \$12,021 and LCSO will receive \$8,014

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 2021.

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

CITY OF HOBBS

RESOLUTION NO. 7082

A RESOLUTION ALLOWING THE CITY OF HOBBS POLICE DEPARTMENT
AND THE LEA COUNTY SHERIFF'S DEPARTMENT TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING REGARDING THE
2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant has awarded \$20,035.00 to the City of Hobbs Police Department and to the Lea County Sheriff's Department for FY 21; and

WHEREAS, the funding will be divided 60/40 with the Hobbs Police Department receiving \$12,021.00 and the Lea County Sheriff's Department receiving \$8,014.00; and

WHEREAS, the Lea County Sheriff's Department has agreed to allow the City of Hobbs Police Department to act as fiscal agent.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute the Memorandum of Understanding between the City of Hobbs and Lea County, New Mexico.

PASSED, ADOPTED AND APPROVED this 2nd day of August, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

2021 New Mexico Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 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://bjajp.gov/program/jag/frequently-asked-questions>.

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	\$36,292	
NM	ALBUQUERQUE CITY	Municipal	\$625,849	\$662,141
NM	CHAVES COUNTY	County	*	
NM	ROSWELL CITY	Municipal	\$30,066	\$30,066
NM	CURRY COUNTY	County	*	
NM	CLOVIS CITY	Municipal	\$23,787	\$23,787
NM	DONA ANA COUNTY	County	\$12,668	
NM	LAS CRUCES CITY	Municipal	\$30,284	\$42,952
NM	EDDY COUNTY	County	*	
NM	ARTESIA CITY	Municipal	\$11,010	
NM	CARLSBAD CITY	Municipal	\$12,505	\$23,515
NM	LEA COUNTY	County	*	
NM	HOBBS CITY	Municipal	\$20,035	\$20,035
NM	MCKINLEY COUNTY	County	\$13,538	
NM	GALLUP CITY	Municipal	\$30,637	\$44,175
NM	RIO ARRIBA COUNTY	County	*	
NM	ESPANOLA CITY	Municipal	\$13,456	\$13,456
NM	SANTA FE COUNTY	County	*	
NM	SANTA FE CITY	Municipal	\$26,070	\$26,070
NM	BELEN CITY	Municipal	\$12,206	
NM	FARMINGTON CITY	Municipal	\$45,915	
NM	LOS LUNAS VILLAGE	Municipal	\$15,740	
NM	OTERO COUNTY	County	\$12,831	
NM	RIO RANCHO CITY	Municipal	\$15,033	
NM	SANDOVAL COUNTY	County	\$10,221	
NM	SAN JUAN COUNTY	County	\$50,727	
NM	VALENCIA COUNTY	County	\$31,208	
	Local total		\$1,080,078	

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

This Memorandum of Understanding is made this _____ day of August 2021, by
and between the City of Hobbs and Lea County.

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant Program has
awarded \$20,035 to the City of Hobbs and Lea County, New Mexico

And;

WHEREAS, the funding will be distributed as follows :

The Grant Total \$20,035.00 will be divided 60/40 with the City of Hobbs Police
Department receiving \$12,021.00 and the Lea County Sheriff's Department receiving
\$8,014.00

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: Amend WWRF Discharge Permit #37 Stage One Abatement Plan Proposal
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: July 26, 2021
SUBMITTED BY: Tim Woomeer, Utilities Director

Summary:

- The City of Hobbs Utilities Department is implementing the Stage One Abatement Plan Investigation to satisfy Section IV, Condition C, of the City of Hobbs Wastewater Reclamation Facility Discharge Permit #37.
- The project is outlined in the Souder, Miller, and Associates scope of work document titled Exhibit A, #1C28632. The SMA Stage One Abatement Investigation Plan Scope of Work has been approved by NMED.
- An amendment to the SMA CES contract is necessary to complete the Stage 1 phase of the Project. This is due to increased drilling costs for the installation of the 3 groundwater monitoring wells and additional work needed to acquire the rights to drill the wells on location.

Fiscal Impact: \$10,517.83 (Including NMGR) *Reviewed By:*  _____
Finance Department

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of
Hobbs, ou=Finance Director,
email=tspears@hobbsnm.org, c=US
Date: 2021.07.27 15:45:14 -0600

An additional cost of \$10,517.83 (Including NMGR) is needed to complete the Stage One Abatement Investigation (including all work detailed in the Scope of Work). The original proposal was awarded at \$74,403.99 (Including NMGR). The new total expenditure of \$84,921.82 will come from budgeted funds carried over into fiscal year 2022. The 2022 budget is currently awaiting approval from NMDFA. (Utilities Enterprise Fund, account number 624062-44901-00259 Groundwater Remediation).

Attachments:

- SMA Request for additional Cost, Stage One Abatement Investigation
- SMA CES Contract


Legal Review:

Approved As To Form:  _____
City Attorney

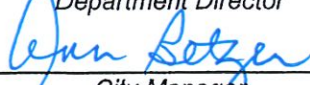
Recommendation:

Approve the Amendment to SMA Stage One Abatement Plan Scope of Work Proposal at an additional cost of \$10,517.83.

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. _____



July 13, 2021

#1C28632

Mr. Tim Woomer
Utilities Director
City of Hobbs
200 E. Broadway
Hobbs, New Mexico 88240
twoomer@hobbsnm.org

RE: Request for Additional Cost, Stage 1 Abatement Plan Investigation, City of Hobbs Wastewater Reclamation Facility and Prairie Haven Cemetery, Hobbs, Lea County, New Mexico

Dear Mr. Woomer:

SMA is working to complete the Stage 1 Abatement Plan investigation for the City of Hobbs Wastewater Reclamation Facility Site. The work is being completed in accordance with the proposal submitted by SMA dated September 23, 2020 through the CES system (CES purchase order 2021-2258). All work is being completed in order to meet the requirements of the New Mexico Environment Department (NMED).

SMA has worked diligently to obtain access permission for installation of groundwater monitoring wells in locations approved by the NMED. SMA has worked with the NMDOT, Lea County, and private landowners to obtain access. Negotiations with the private landowner required multiple reviews of a highly modified access agreement, which was ultimately not acceptable to either party. SMA then obtained permission from the NMED to move the monitoring well to property owned by the City of Hobbs. Costs for work have exceeded those budgeted for this task. SMA requests an additional \$3,412.00 be approved for this work.

Drilling costs for the proposed monitoring wells have increased. SMA had originally planned to complete drilling work in conjunction with work at a nearby site in order to minimize driller mobilization cost. However, this was not able to be completed due to the time required to obtain access permission for monitoring well locations. Accordingly, SMA request an additional \$6,435.00 be approved for the increase in drilling cost.

SMA's proposed cost increase is \$10,517.83 as shown in the table below, which shows the original cost approved and includes NMGR of 6.8125%. Work will be completed through the Cooperative Educational Services (CES) process. SMA's CES contract number is 19-01B-C208-ALL (copy attached). The rates used to determine the fee reflect a 3% discount relative to SMA's best standard hourly rates.

PHASE/ CATEGORY OF WORK	Subtotal (Original)	Subtotal (Change Order)	NMGRT (6.8125%)	Total (Original)	Total (Change Order)
SMA Costs (Sampling and Analysis Plan prep, access, permitting, field oversight and sampling, report preparation, regulatory interaction)	\$ 26,252.50	\$ -	\$ 1,788.45	\$ 28,040.95	
SMA Additional Costs (Access negotiations, request for approval of alternate monitoring well location)		\$ 3,412.00	\$ 232.44		\$ 3,644.44
Monitoring Well Drilling and Construction (Yellow Jacket Drilling Services)	\$ 39,297.50	\$ -	\$ 2,677.14	\$ 41,974.64	
Monitoring Well Drilling and Construction Additional Cost (Yellow Jacket Drilling Services)		\$ 6,435.00	\$ 438.38		\$ 6,873.38
Laboratory Analyses - Groundwater Samples (Hall Environmental)	\$ 4,108.50	\$ -	\$ 279.89	\$ 4,388.39	
TOTALS ORIGINAL	\$ 69,658.50		\$ 4,745.49	\$ 74,403.99	
TOTALS CHANGE ORDER		\$ 9,847.00	\$ 670.83		\$ 10,517.83

SMA appreciates your attention to this request. If you have questions, please feel free to contact me at 505.220.6542, or to email me at scott.mckitrick@soudermiller.com.

Sincerely,

Miller Engineers, Inc. dba
 SOUDER, MILLER & ASSOCIATES



Scott A. McKitrick, P.G.
 Senior Geoscientist / Environmental Services Manager

encl.: SMA CES Contract



RECEIVED
11/1/18 TLP

COOPERATIVE EDUCATIONAL SERVICES

October 26, 2018

Contract Award Letter

Tod Phinney, P.E.
SOUDER, MILLER & ASSOCIATES
5454 Venice Ave NE, Ste D
Albuquerque, NM 87113

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

19-01B-C208-ALL Engineering/Civil and Surveying

Dear Mr. Phinney, P.E.,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2019-001 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the RFP documents that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Souder, Miller & Associates (SMA) is a New Mexico based engineering, environmental and surveying consulting firm with multiple offices located throughout the state and over 30-years of proven experience in the Southwestern US. SMA services range from preliminary project planning and design, environmental support, surveying and right of way acquisition, bid administration, permitting, construction observation and support services including project funding applications, grant administration and startup operational services. SMA project teams first focus on understanding the clients project needs then leverage their experience to assist in identifying and applying for potential funding necessary to meet those needs. SMA employees seek to make a positive impact for the clients and communities we serve.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

**ACCEPTANCE OF OFFER
and CONTRACT AWARD**

RFP NUMBER 2019-001 Design Professional Services

See attached cover letter for specific awarded contract number(s).

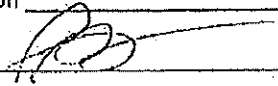
OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined the RFP documents and hereby offer and agree to furnish all labor, materials, and supplies in compliance with all terms, conditions, specifications and amendments in this RFP and any written exceptions as agreed to by CES. The contract shall consist of the RFP documents, the Offeror's Response and any other documents required by CES.

Company Name Miller Engineers, Inc., d/b/a Souder, Miller & Associates

Address 5454 Venice Avenue, Suite D City Albuquerque State NM Zip 87113

Contract Contact Person Tod Phinney, P.E.

Authorized Signature  Printed Name Peter Fant, P.E.

OFFER EXTENDED TO TEXAS SERVICE AGENCIES



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, check the box.

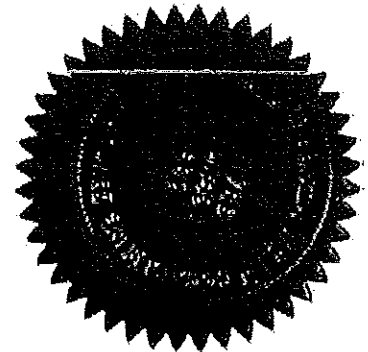
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.


CES Authorized Signature

Awarded this 26th day of October, 2018





RENEWAL OF CONTRACT

made by and between

**COOPERATIVE EDUCATIONAL SERVICES And
SOUDER, MILLER & ASSOCIATES**

Said Contract(s) being numbered:
19-01B-C208-ALL Engineering/Civil and Surveying

This Contract's initial one (1) year Term commenced on October 26, 2018 and expires on October 25, 2019. The Term of Contract in 2019-001 RFP C provides the Contract may, by mutual written agreement, be renewed annually for up to three (3) additional one (1) year terms, for up to four (4) years total, through October 25, 2022. Cooperative Educational Services hereby wishes to renew the Contract through the remainder of the four-year term expiring on October 25, 2022. Upon signature of an authorized officer of the above-named company or corporation, the Contract is hereby renewed.

This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, contract changes and/or updates.

PRICE ADJUSTMENTS

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

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature David Chavez

Date October 22, 2019

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

CONTRACT HOLDER

Authorized Signature Tod L. Phinney

Date 11/4/2019

Printed Name: TOD L. PHINNEY

Title VICE PRESIDENT - CLIENT DEVELOPMENT

NOTE: This Contract Renewal should be received by 4:00 p.m. at the offices of CES on 11/04/19

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 11/04/19

Authorized Signature _____ Date _____

Printed Name _____ Title _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: Amend Phase 11 Waterline Replacement Project RPR Services Scope of Work
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: July 26, 2021
SUBMITTED BY: Tim Woomey, Utilities Director

Summary:

- The City of Hobbs Utilities Department is currently installing replacement distribution waterlines in various parts of the City.
- An amendment to the Souder, Miller, and Associates (SMA) CES RPR Services contract for the project is necessary to complete the Waterline Replacement Project. This increase is due to the fact that the original proposal was projected for six months of RPR services and the final project scope of work will take nine months to complete.

Fiscal Impact: \$15,000.00 (Not Including NMGR)

Reviewed By: _____


Finance Department

An additional cost of \$15,000.00 (Not Including NMGR) is needed to complete the Phase 11 Waterline Replacement Project RPR Services Scope of Work. The original proposal was awarded at \$59,796.00 (Not Including NMGR). The new total expenditure of \$80,826.43 will come from budgeted funds carried over into fiscal year 2022. The 2022 budget is currently awaiting approval from NMDFA. (Utilities Enterprise Fund, account number 614061-44901-094 -Waterline Replacement).

Attachments:

- Souder, Miller, and Associates Request for CES amendment - Phase 11 Waterline Replacement Project RPR Services Scope of Work
- Souder, Miller, and Associates CES Contract Amendment

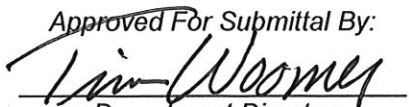
Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Approve the Amendment to Souder, Miller, and Associates CES Hobbs Waterline Replacement RPR Services at an additional cost of \$15,000.00 (Not Including NMGR).

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. _____



July 19, 2021

6C29568

Mr. Tim Woomer
Utilities Director
City of Hobbs, NM
1300 S. Fifth
Hobbs, NM 88240
twoomer@hobbsnm.org
(575) 397-8918

RE: CES Amendment for Hobbs WL Replacement RPR Services

Dear Mr. Woomer:

This letter is in response to your request for an amendment to the CES Hobbs WL Replacement RPR Services Scope of Work as approved with CES Purchase Order #2021-1454. The CES amendment is attached along with a copy of the existing approved CES Scope of Work, CES fee schedule, and CES Purchase Order issued on 9/30/20 and referenced as Exhibit A. That scope of work had a term of one year and a Not to Exceed (NTE) amount of \$59,796.

This amendment is necessary because the original proposal provided by SMA for these services anticipated a schedule of six months for the completion of the water line replacement project. While the bid was being finalized, it was determined that a nine-month (270 day) contract was needed for the work to be completed. The new nine-month construction contract is 50% more than the existing SMA six-month agreement.

Through six months of the waterline replacement work, approximately 88% of the amount allocated for RPR services has been expended. To complete the remaining three months of RPR and closeout services on the waterline replacement project, a budget increase of \$15,000 will be needed.

The CES Purchase Order was issued on 9/3/20 for a NTE amount of \$59,796. With the proposed \$15,000 requested, the CES WL Replacement RPR Services total NTE would become \$74,796.

This amendment is proposed to continue the Waterline RPR services as a presently being provided under the existing Waterline RPR services Scope of Work referenced in Exhibit A. These services are being provided on a "Time and Materials" reimbursement basis using the CES process, as requested by the City.

This proposal offer may be withdrawn, at the option of SMA, if it has not been accepted within 30 days of its date of issue.

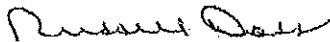
Mr. Tim Woomer, City of Hobbs
July 19, 2021
Page 2

If this amendment meets with your approval, please execute the amendment and send it to us along with an amended CES approved PO. Work will continue under the approved amendment immediately upon receipt.

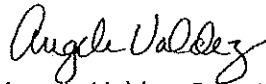
If you have any questions or comments concerning this amendment, please feel free to call me at 575-323-8965.

Sincerely,

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES



Russ Doss, P.E.
Senior Engineer II
russell.doss@soudermiller.com



Angela Valdez, P.E., C.F.M.
Vice President
angela.valdez@soudermiller.com

Enc: *Hobbs WL RPR Work Amendment*
Exhibit A – Existing Hobbs WL RPR Agmt. and PO

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 1

This Amendment to the CES Proposal and CES Purchase Order #2021-1454 dated September 3, 2020, made and entered into this 19th day of July, 2021, between the City of Hobbs, New Mexico (hereinafter called CLIENT) and MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES (hereinafter called CONSULTANT)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

Attached as Exhibit A is the CES scope of work, CES fee schedule, and CES PO 2021-1454 for the Hobbs WL Replacement RPR Services issued on 9/3/20. The original scope of work included a 1-year term.

The original contract scope for these services anticipated a 6-month schedule for completion of construction for the water line replacement project. While the bid was being finalized, it was determined that a 9-month (270 day) contract was needed for the work to be completed. The anticipated 9-month construction contract is 50% longer duration than the existing SMA 6-month agreement.

Through six months of the waterline replacement work, approximately 88% of the amount allocated for RPR services has been expended. To complete the remaining three months of RPR and closeout services on the waterline replacement project, a budget increase of \$15,000 will be needed.

The original CES Purchase Order was issued for a Not to Exceed (NTE) amount of \$59,796, plus applicable NMGR. The proposed \$15,000 amendment increases the contract NTE to \$74,796, plus applicable NMGR.

This amendment is proposed to continue the Waterline RPR services as a presently being provided under the existing Waterline RPR services Scope of Work referenced in Exhibit A. These services are being provided on a "Time and Materials" reimbursement basis using the CES process, as requested by the CLIENT.

CLIENT hereby engages CONSULTANT to perform the services for this amendment as identified in Section 1 below, per the schedule and compensation set forth in Sections 2 and 3, respectively. Any additional work and corresponding compensation not identified below will be detailed and included in future Amendments to the referenced Agreement.

Section 1: Scope of Work

The Scope of Work for this amendment will follow the Same Scope of Work for the Hobbs Waterline Replacement Project RPR Services as identified in Exhibit A as approved under previous CES PO #2021-1454.

Section 2: Schedule and Term

The Schedule and Term for this work will remain as listed in the Exhibit A Scope of Work. The initial term will remain as 12 months that expires on 9/3/21. A twelve-month additional term option is allowed if desired by both parties that could continue until 9/3/2022, if approved under a new PO.

Section 3: Compensation

The work as described in Section 1 above will be performed on a time and materials basis at an estimated average of 17.5 hours per week, invoiced monthly. Invoices will include a list of the hourly rates and charges by category. Compensation will be in accordance with the 2020 Professional Fee Schedule as attached in Exhibit A, up to the "Not to Exceed (NTE) Price/Year" identified in the following table. The 2020 Rates will be honored for the 2021 year.

Estimated Fees for RPR, GIS and Engineering Services		Total Not to Exceed - \$74,796
Description		NTE Price
Resident Project Representative Services		\$ 47,496.00
GPS location equipment and satellite costs		\$ 2,800.00
GIS mapping preparation, QA/QC and final GIS deliverable		\$ 7,000.00
Constructability reviews of project plans and specifications		\$ 2,500.00
Amendment 1 – Additional Resident Project Representative Services		\$ 15,000.00
	Subtotal SMA Services	\$ 74,796.00
	CES Administration Fee (1.25%)	\$ 934.95
	*NMGRT (6.8125%)	\$ 5,095.48
	Maximum Total Project Cost	\$ 80,826.43

* As noted above, the New Mexico Gross Receipt Taxes (NMGRT) will be added to all invoices at applicable rates during the contract period (current rate is 6.8125%).

CONSULTANT shall be authorized to commence the Services detailed herein upon execution of this Amendment and receipt of the amended CES PO, unless otherwise specified. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions of the original Agreement, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

Any additional work and corresponding compensation not identified in this amendment or Exhibit A will be detailed and included in future Amendments to the referenced Agreement.

Amendment No. 1 to Client-Consultant Agreement (SMA Ver. 4/18)
(City of Hobbs, NM) - Souder, Miller & Associates

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT:

CITY OF HOBBS, NEW MEXICO
200 East Broadway
Hobbs, New Mexico 88240
(575) 397-9244

Federal Tax ID Number: _____

By: _____

Name: _____

Title: City Manager

Date: _____

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3409 North Grimes Street
Hobbs, New Mexico 88240
Tel. (575) 738-0283

Federal Tax ID Number: 85-0336964

By: Angela Valdez

Name: Angela Valdez, P.E., C.F.M.

Title: Vice President

Date: 07/19/21

APPROVED:

Utilities Director: _____

Finance: _____

Legal: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: AUTHORIZE EXECUTION OF AMENDMENT NO. 2 WITH CES FOR SOUDER MILLER SERVICES AT THE CORE PUMP ROOM

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: July 27, 2021

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

- A P.O. was issued to CES for Souder Miller to provide services in the CORE Pump Room on October 8, 2020.
- The number of hours services have been needed are higher than what was estimated in the original contract, therefore, an amendment is needed.
- Technical issues that have come up that caused in increase in need are: Defender filter repairs (3 units), callouts following power outages, covering for vacant CORE position.
- This amendment is anticipated to cover services through October 8, 2021, at which time the contract may be renewed for an additional year.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Original Contract: \$30,000.00
 Amendment No. 1: \$ 3,500.00
 Amendment No. 2: \$10,500.00
 Total Revised Contract: \$47,547.50 (with CES fee and NMGRT)
 Budget Number: 16-4016-42601
 FY22 Available Budget: \$30,703.77

Attachments:

- Amendment No. 2

Efren A. Cortez
Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2021.07.27 15:33:51 -06'00'

Legal Review:

Approved As To Form: Cortez
City Attorney

Recommendation: Consider authorizing execution of Amendment No. 2

Approved For Submittal By:

Shelia Baker
Department Director

Ann Betzer
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 2

This Second Amendment to the CES Proposal and CES Purchase Order #2021-2066 dated October 8, 2020, made and entered into this _____ day of _____, 2021, between the City of Hobbs, New Mexico (hereinafter called CLIENT) and **MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES** (hereinafter called CONSULTANT)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

Attached as Exhibit A is the CES scope of work, CES fee schedule, and CES PO for the CORE Aquatics Operation and Maintenance Services issued on 10/8/21. That scope of work had a term of one year and a Not to Exceed amount of \$30,000.

This agreement is required to be amended because the hours requested by Hobbs CORE staff for work on the CORE water systems have been slightly higher than the number of hours per month estimated in the Scope of Work. This additional time has been primarily associated with repairs to the Defender filters, responding to call outs during electrical storms, and covering for CORE employee leave as requested by the CORE staff.

The CES Purchase Order was issued on 10/8/20 for a NTE amount of \$30,000 for the twelve-month period. Through nine months (75%) of the contract term, \$27,685 of the \$30,000 NTE amount has been expended (92%).

To complete the remainder of the contract year at the current work rate of approximately \$3,073 per month, a budget increase of \$14,000 would allow completion of the regularly scheduled work for the current contract year and allow for the extra work remaining to be done on the other Defender filter units.

To allow the CORE O&M work to proceed without disruption or delay, Amendment #1 was prepared for immediate approval in an amount of \$3,500.

To allow the remaining \$10,500 of additional work to be performed as described above in accordance with applicable procurement procedures, this amendment #2 has been prepared to cover the remainder of the budget increase identified above.

CLIENT hereby engages CONSULTANT to perform the services for this amendment as identified in Section 1 below, per the schedule and compensation set forth in Sections 2 and 3, respectively. Any additional work and corresponding compensation not identified below will be detailed and included in future Amendments to the referenced Agreement.

Section 1: Scope of Work

The Scope of Work for this amendment will follow the Same Scope of Work as identified in Exhibit A as approved under previous CES PO #2021-2066. The work will be performed on an “as-needed” basis as requested by the Hobbs CORE staff.

Section 2: Schedule and Term

The Schedule and Term for this work will remain as listed in the Exhibit A Scope of Work. The initial term will remain as 12 months that expires on 10/7/21. A twelve-month additional term option is allowed if desired by both parties that could continue until 10/6/2022, if approved under a new PO.

Section 3: Compensation

The work as described in Section 1 above will be performed on a time and materials basis at an estimated average of 6-8 hours per week, invoiced monthly. Invoices will include a list of the hourly rates and charges by category. Compensation will be in accordance with the 2020 Professional Fee Schedule as attached in Exhibit A, up to the “Not to Exceed (NTE) Price/Year” identified in the following table. The 2020 Rates will be honored for the 2021 year.

Estimated Fees for Waterworks Services –		Total Not to Exceed - \$44,000
Description		NTE Price/Year *
CORE Water Treatment Systems O&M Services		\$ 30,000.00
Amendment #1 – Core Water Treatment O&M Services		\$ 3,500.00
Amendment #2 – Core Water Treatment O&M Services		\$ 10,500.00
	CES Administration Fee (1.25%)	\$ 550.00
	*NMGRT of 6.8125% (on SMA Fee)	\$ 2,997.50
	Maximum Total Project Cost	\$ 47,547.50

* As noted above, the New Mexico Gross Receipt Taxes (NMGRT) will be added to all invoices at applicable rates during the contract period (current rate is 6.8125%).

CONSULTANT shall be authorized to commence the Services detailed herein upon execution of this Amendment #2 and receipt of the amended CES PO, unless otherwise specified. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions of the original Agreement, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

Any additional work and corresponding compensation not identified in this amendment or Exhibit A will be detailed and included in future Amendments to the referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT:

CITY OF HOBBS, NEW MEXICO
200 East Broadway
Hobbs, New Mexico 88240
(575) 397-9244

Federal Tax ID Number: _____

By: _____

Name: _____

Title: City Manager

Date: _____

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3409 North Grimes Street
Hobbs, New Mexico 88240
Tel. (575) 738-0283

Federal Tax ID Number: 85-0336964

By: Angela Valdez

Name: Angela Valdez, P.E.

Title: Vice President

Date: July 27, 2021

APPROVED:

Parks Director: _____

Finance: _____

Legal: _____



July 27, 2021

6C29763

Ms. Shelia Baker
General Services Director
City of Hobbs, NM
200 E. Broadway
Hobbs, NM 88240
sbaker@hobbsnm.org
(575) 397-9236

RE: CES Amendments #1 and #2 for CORE Waterworks Services

Dear Ms. Baker:

This letter is in response to your request for two amendments to the CES CORE Waterworks Services Scope of Work as approved with CES Purchase Order #2021-2066. The CES amendments are attached along with a copy of the existing approved CES Scope of Work, CES fee schedule, and CES Purchase Order issued on 10/8/21 and referenced as Exhibit A. That scope of work had a term of one year and a Not to Exceed amount of \$30,000.

These amendments are necessary because the hours requested by Hobbs CORE staff for work on the CORE water systems have been slightly higher than the number of hours per month estimated in the Scope of Work. This additional time has been primarily associated with repairs to the Defender filters, responding to call outs during electrical storms, and covering for CORE employee leave as requested by the CORE staff.

The CES Purchase Order was issued on 10/8/20 for a NTE amount of \$30,000 for the twelve-month period. Through nine months (75%) of the contract term, \$27,685 of the \$30,000 NTE amount has been expended (92%).

To complete the remainder of the contract year at the current work rate of approximately \$3,073 per month, a budget increase of \$14,000 would allow completion of the regularly scheduled work for the current contract year and allow for the extra work remaining to be done on the other Defender filter units.

To allow the CORE O&M work to proceed without disruption or delay, Amendment #1 was prepared for immediate approval in an amount of \$3,500.

To allow the remaining \$10,500 of additional work to be performed as described above in accordance with applicable procurement procedures, this amendment #2 has been prepared to cover the remainder of the budget increase identified above.

Ms. Shelia Baker, City of Hobbs

July 27, 2021

Page 2

This amendment is proposed to continue the same type of O&M services by Leo Wilson on an "as needed" basis as is being provided presently under the existing CORE Water Treatment Systems work extension that will expire on October 7, 2021.

As noted above, these services are being proposed to be provided on an "As-needed" basis under a "Time and Materials" reimbursement agreement using the CES process, as requested by the City. The scope of work attached contains a description of services that are generally provided by SMA to serve the needs of the CORE Aquatic Water Treatment Systems.

This proposal offer may be withdrawn, at the option of SMA, if it has not been accepted within 30 days of its date of issue.

If these amendments meet with your approval, please execute the amendments and send them to us along with an amended CES approved PO. Work will continue under the approved amendments immediately upon receipt.

If you have any questions or comments concerning this amendment, please feel free to call me at 575-323-8965.

Sincerely,

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES



Russ Doss, P.E.
Senior Engineer II
russell.doss@soudermiller.com



Angela Valdez, P.E.
Vice President
angela.valdez@soudermiller.com

Enc: CORE Work Amendments
Exhibit A – Existing CORE Agmt. and PO



DISCUSSION



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: DISCUSS AND PRIORITIZE THE TOP 10 PROJECTS AS RECOMMENDED BY THE CITY STAFF FOR THE FY 2023-2027 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 27, 2021
SUBMITTED BY: Kevin Robinson - Planning Department
Todd Randall - Engineering Department

Summary: The City Staff selected their Top 10 ICIP projects from all of last year's remaining projects and additional projects recommended for this years ICIP. The City Commission is requested to discuss and individually rank the ICIP projects to establish the TOP 5 PROJECTS for inclusion within the Plan. Each Commissioner is being asked to assign a ranking to each project as recommended by City Staff of 1 through 10 with 1 being the most important project for the community. Each Commissioner's rankings will be tallied during the public meeting on August 16, 2021 and the results determining the TOP 5 Projects included in the resolution adopting the 2023-2027 ICIP. The adopted resolution will be submitted to NMDFA in September.

Last year (per Resolution # 6968), the Top 5 Projects were: #1 Joe Harvey Boulevard Improvements; #2 West Bender Widening & Drainage; #3 Community Housing Projects; #4 Street Resurfacing; and #5. Sewer Main Replacement

Fiscal Impact:

Reviewed By: Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY2023-2027 ICIP should also be included in the FY2023-2027 City budgets respectively.

Attachments: City Staffs Top 10 Recommendations.

Legal Review:

Efren A. Cortez
Approved As To Form: Cortez
City Attorney

Recommendation:

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

Approved For Submittal By:

Kevin Robinson
Department Director
Ann Betzer
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
2023 ICIP Project List (For FY 2022 Legislature)

City Staff Recommendations
Top 10
2023 Priority List

- #1 *Sewer Main Replacement***
- #2 *Joe Harvey Blvd. Improvements***
- #3 *Street Improvements Resurfacing***
- #4 *Infrastructure Utility Extensions***
- #5 *Public Safety / Security Improvements***
- #6 *Municipal Facility Security Improvements***
- #7 *Drainage Master Plan & Improvements***
- #8 *Heavy Rescue/Haz-mat Apparatus***
- #9 *West College Lane Realignment***
- #10 *West Bender Widening Project & Drainage***

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

Infrastructure Capital Improvement Plan FY 2023-2027

**Hobbs
Project Summary**

Year	NEW RANK	Project Title	Funded to Date	Proposed FY 2023	2024	2025	2026	2027	Total Project Cost
2023	1	Sewer Main Replacement	23,525,380	1,000,000	500,000	500,000	500,000	500,000	26,525,380
2023	2	Joe Harvey Blvd. Improvements	775,000	750,000	7,500,000	0	0		9,025,000
2023	3	Street Improvements / Resurfacing	26,726,875	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	36,726,875
2023	4	Infrastructure / Utility Extensions	1,500,000	750,000	750,000	750,000	750,000	750,000	4,500,000
2023	5	Public Safety / Security Improvements	0	500,000	0	0	0	0	500,000
2023	6	Municipal Facility Security Improvements	589,000	1,000,000	1,000,000	0	0	0	2,589,000
2023	7	Drainage Master Plan & Improvements	700,000	750,000	0	0	0	0	1,450,000
2023	8	Heavy Rescue / Haz-mat Apparatus	0	750,000	0	0	0	0	750,000
2023	9	West College Lane Realignment	550,000	1,500,000	400,000	4,000,000	0		6,450,000
2023	10	West Bender Widening Project & Drainage	541,772	500,000	1,500,000	5,500,000	0	0	8,041,772
2023	11	All Inclusive Playground	0	1,500,000	0	0	0	0	1,500,000
2023	12	Citywide Fiber Network	1,200,000	1,000,000	0	0	0	0	2,200,000
2023	13	Public Facility Roof Reconstruction	882,000	1,000,000	500,000	500,000	500,000	500,000	3,882,000
2023	14	Ambulance	1,671,301	300,000	0	300,000	0	300,000	2,571,301
2023	15	WWRF - Scada Improvements	4,000,000	3,000,000	0	0	0	0	7,000,000
2023	16	Public Safety Vehicle and Equipment	7,287,145	750,000	750,000	750,000	750,000	750,000	11,037,145
2023	17	Ground Water Remediation - WWRF	200,000	1,000,000	1,000,000	300,000	0	0	2,500,000
2023	18	Water Wells Program	624,609	500,000	0	500,000	0	500,000	2,124,609
2023	19	SWAT Vehicle	0	300,000	0	0	0	0	300,000
2023	20	Municipal Vehicles and Equipment	7,287,145	500,000	500,000	500,000	500,000	500,000	9,787,145
2023	21	RR Crossing Upgrades and New Crossings	295,047	150,000	0	150,000	0	150,000	745,047
2023	22	SR 18 - South Dal Paso Improvements	0	750,000	3,000,000	0	0	0	3,750,000
2023	23	Gateway Corridor Beautification	0	350,000	1,500,000	1,500,000	1,500,000	0	4,850,000
2023	24	East Skelly and Midwest Improvements	150,000	1,000,000	0	0	0	0	1,150,000
2023	25	Update Comprehensive Plan	0	150,000	0	0	0		150,000
2023	26	Del Norte Park Expansion Area	0	450,000	4,500,000	0	0	0	4,950,000
2023	27	Water Main Replacement	3,488,910	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	8,488,910
2023	28	Parks and Rec. Master Plan Study	0	125,000	0	0	0		125,000
2023	29	Rockwind Golf Course Drainage Improvements	1,000,000	1,000,000	0	0	0	0	2,000,000
2023	30	AMR - Water Meter Replacement Program	2,000,000	500,000	500,000	500,000	0	0	3,500,000
2023	31	Heizer Park Renovations	1,542,200	500,000	2,000,000	0	0	0	4,042,200
2023	32	Prairie Haven Improvements	0	200,000	1,250,000	0	0	0	1,450,000
2023	33	Senior Center Meal Delivery Vehicles	0	75,000	0	0	0	0	75,000
2023	34	Projection of Smith Ln	0	250,000	0	0	0	0	250,000

Year	NEW RANK	Project Title	Funded to Date	Proposed FY 2023	2024	2025	2026	2027	Total Project Cost
2023	35	Public Facility HVAC Improvements	882,000	500,000	500,000	500,000	500,000	500,000	3,382,000
2023	36	ADA Intersection Improvement Project	0	50,000	50,000	50,000	50,000	50,000	250,000
2023	37	Street Sign / Pavement Marking Replacement	102,453	150,000	150,000	150,000	150,000	150,000	852,453
2023	38	Water production - PRV Stations	325,000	125,000	0	0	0	0	450,000
2023	3	Manhole Repair Program	670,000	60,000	60,000	60,000	60,000	60,000	970,000
2023	40	MAP Roadway Rehabilitation Projects	0	600,000	600,000	600,000	175,000	175,000	2,150,000
2023	41	Arterial COOP Project	0	175,000	175,000	175,000	175,000	175,000	875,000
2024	001	Outdoor Range Phase II	423,821	0	450,000	0	0	0	873,821
2024	002	Fire / Police Training Facility	0	0	750,000	750,000	750,000	0	2,250,000
2024	003	Retention / Detention Basin Renovations	0	0	500,000	500,000	500,000	500,000	2,000,000
2024	004	Detention Facility Improvements	0	0	2,500,000	0	0	0	2,500,000
2024	005	Northwest Bypass	0	0	600,000	500,000	18,400,000	0	19,500,000
2024	006	Projection of Central West	0	0	75,000	750,000	0	0	825,000
2024	007	Traffic Signal Upgrades on SR 18	1,888,719	0	800,000	250,000	250,000	250,000	3,438,719
2024	008	Green Meadows - Phase 2	0	0	1,500,000	0	0	0	1,500,000
2024	009	Artificial Sportfield Turf	0	0	4,200,000	0	0	0	4,200,000
2024	010	Traffic Study Update	21,144	0	350,000	0	0	0	371,144
2024	011	SR 18 - Sewer Trunk Line Extension	0	0	3,500,000	0	0	0	3,500,000
2024	012	Rockwind Golf Course - Teaching Facility	0	0	800,000	0	0	0	800,000
2024	013	Varsity Grandstand Improvements	0	0	750,000	0	0	0	750,000
2025	001	Wildland Fire Apparatus	0	0	0	450,000	0	0	450,000
2025	002	HPD Mobile Command Post	0	0	0	400,000	0	0	400,000
2025	003	Water System Improvements (North Reservoir)	0	0	0	3,000,000	0	0	3,000,000
2025	004	Apache Dr/Fowler St Utilities Extension	0	0	0	75,000	750,000	0	825,000
2025	005	Harry McAdams Irrigation Replacement	0	0	0	1,500,000	0	0	1,500,000
2026	001	Millen Projection	0	0	0	0	0	3,000,000	3,000,000
2026	002	Fowler Street Extension	0	0	0	0	0	2,500,000	2,500,000
2026	002	New Elevated Water storage	0	0	0	0	0	3,000,000	3,000,000
2026	003	Bender Median Renovations	0	0	0	0	0	750,000	750,000
2027	001	Southeast Bypass	374,075	0	0	0	0	19,000,000	19,374,075
2027	002	Taylor Ranch Improvements	1,200,000	0	0	0	0	20,000,000	21,200,000
2027	003	Bensing South Projection	0	0	0	0	0	1,750,000	1,750,000

Number of projects:
Grand Totals

Year: 1 Year: 2 Year: 3 Year: 4 Year: 5
28,660,000 50,960,000 29,460,000 30,260,000 59,810,000

Total Project Cost
314,106,058



CITY OF HOBBS
2022 - 2026 ICIP Project List
City Commission Recommendations
Top 5 Priority List

- #1 Joe Harvey Improvements**
- #2 West Bender Widening Project & Drainage**
- #3 Community Housing Projects**
- #4 Street Resurfacing**
- #5 Sewer Main Replacement**



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: RESOLUTION ACCEPTING CUSTODY OF A 1961 REPUBLIC F105D AIRCRAFT FOR DISPLAY AT THE HOBBS VETERANS MEMORIAL PARK

DEPT. OF ORIGIN: City Manager's Office
DATE SUBMITTED: July 27, 2021
SUBMITTED BY: Manny Gomez, City Manager

Summary: This Resolution authorizes the City of Hobbs to accept custody of, and subsequently display, a 1961 Republic F105D aircraft assigned to former United States Representative Stevan Pearce. Representative Pearce now wishes to allow the City of Hobbs to display the aircraft at the City's Veterans Memorial Park located on Jack Gomez Blvd in Hobbs, New Mexico. Prior to completion of construction of the Veterans Memorial Park, the aircraft will be held for safekeeping at City of Hobbs property. The Resolution authorizes the City of Hobbs to contract for restoration steps to bring the aircraft near its original state.

Fiscal Impact:

There is no fiscal impact for this resolution.

Reviewed By:

Finance Department

Attachments:

Resolution and Aircraft Assignment/Loan Agreement

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

The Commission should consider 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. 7083

A RESOLUTION ACCEPTING CUSTODY OF A 1961 REPUBLIC F105D AIRCRAFT
FOR DISPLAY AT THE HOBBS VETERANS MEMORIAL PARK

WHEREAS, on November 06, 2020, former United States Representative Stevan Pearce entered into an Aircraft Assignment with the Texas Air Museum, for the assignment of a 1961 Republic F105D with serial No. 61-0110; and

WHEREAS, Representative Pearce, a resident of Hobbs, New Mexico, and veteran of the United States Air Force wherein he served in the Vietnam War as a C-130 pilot, desires to allow the City of Hobbs to display the 1961 Republic F105D at the City's Veterans Memorial Park; and

WHEREAS, Representative Pearce desires to allow the City of Hobbs to store and transport the aircraft to accomplish the mutual goal of preserving and displaying the aircraft at the City's Veterans Memorial Park upon completion of the Park; and

WHEREAS, Representative Pearce desires to allow the City of Hobbs to contract for restoration steps to bring the aircraft near its original state; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City accepts custody of the 1961 Republic F105D Aircraft to be restored and displayed at the Hobbs Veterans Memorial Park upon completion of the Park.

PASSED, ADOPTED AND APPROVED this 2nd day of August, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Aircraft Assignment / Loan Agreement

THIS AGREEMENT, is entered into this 6th day of November, 2020, by and between Steve Pearce, (the "Assignee"), whose principal address is 2009 N McKinley St, Hobbs, New Mexico 88240; and the Texas Air Museum, (the "Assignor"), a 501c3, whose principal address is 12102 FM 400, Slaton, Texas 79364: IN WITNESS WHEREOF, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Assignment of Aircraft. Assignor agrees to assign Assignee and Assignee agrees to accept from Assignor for the purpose of a permanent loan, the following Aircraft (the "Aircraft"):
 - a. Aircraft Year/Make: 1961 Republic Aircraft Model: F105D, Serial No. 61-0110
Aircraft shall be equipped as follows; as is.
2. Consideration. No consideration is required.
3. Escrow. No escrow account is required.
4. Deposit. N/A
5. Pre-purchase Inspection. N/A
6. Aircraft Delivery and Closing. It is agreed that the transfer of this Aircraft shall be upon signature of agreement. Risk of loss or damage to the Aircraft shall pass to Assignee at the time of delivery. The Aircraft will be available, as is, where is, for the Assignee to pick up at the Assignee's expense.
7. Warranties and Representations of Assignor. Assignor warrants that as of the Effective Date, Assignor represents and warrants to Assignee as follows:
 - a. Assignor makes no warranties, expressed or implied. The Assignee is responsible for all claims against the Aircraft.
 - b. The execution and delivery of this Agreement by Assignor and the performance of by Assignor of its obligations hereunder have been duly authorized by all necessary corporate and estate action, and this Agreement is valid and binding upon Assignor and enforceable against Assignor in accordance with its terms.
 - c. If at any time in the future the Assignee does not want the Aircraft, it must be returned to the Texas Air Museum, at a location specified by the Texas Air Museum which is closer to Assignees location, or at the above stated principal address.
8. Taxes. Assignor warrants that there are no outstanding or delinquent taxes attributable to the Aircraft as of the date hereof except as specifically stated herein.
9. Assignment. The Assignee may not reassign the Aircraft to any other person or entity.
10. Notice. All notices and requests required or authorized under this Agreement shall be given in writing by certified mail, return receipt requested. The date on which any such notice is received by the addressee shall be deemed the date of notice. The addresses to Assignor and Assignee are as follows:

Assignor
Texas Air Museum
12102 FM 400
Slaton, TX 79364

Assignee

Stevan Pearce
2009 N McKinley
Hobbs, NM 88240

11. **Termination of Agreement.** Either party may terminate this Agreement in the event the other party materially breaches any of the terms and conditions contained herein or otherwise defaults in the performance of its contractual obligations and such default is not cured within ten (10) business days of receipt of written notice of the default. Such termination shall in no way affect the rights or liabilities of the parties which have accrued as of the date of such termination.
12. **Governing Law.** This agreement is a contract executed under and to be construed under the laws of the State of Texas.
13. **Attorney Fees.** In the event any action is filed in relation to this Agreement, the prevailing party in a suit to enforce the terms and conditions of this Agreement shall be entitled to recover its reasonable attorney fees and costs.
14. **Waiver.** Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.
15. **Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.
16. **Further assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Assignor and Assignee, Assignor and Assigned agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the closing or after the closing any and all such further and reasonable acts, deeds, and assurances as may be reasonably necessary to consummate the transaction contemplated hereby in accordance with this Agreement.
17. **Time of the Essence.** Time is of the essence in performance of all terms and conditions of this Agreement.
18. **Survival of Representations.** The representations, warranties, covenants and agreements contained in this Agreement shall survive the closing. Assignee's obligation to close the transaction contemplated hereby is contingent upon all of Assignor's representations made herein continuing to be true as of the date of closing.
19. **Effective Date.** As used herein, the term "Effective Date" shall be the date of which both parties shall have executed this Agreement.
20. **Consultation with Counsel.** Each party acknowledges that they have consulted, or have had the opportunity to consult, with counsel in connection with the negotiation, execution and delivery of this Agreement. This Agreement shall be contrasted without regard to any presumption or rule requiring that it be construed against the party causing this Agreement or any part hereof to be drafted. The headings used in the Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.
21. **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement shall be resolved by binding arbitration held in Texas, and conducted in accordance with the commercial arbitration rules of the American Arbitration Association in effect at the time of arbitration. Each party shall bear its own expenses in connection with any such arbitration and joint expenses shall be borne by both parties in equal portions.

23. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written. Any dispute or controversy arising under or in connections with this Agreement shall be resolved by binding arbitration held in Texas, and conducted in accordance with the commercial arbitration rules of the American Arbitration Association in effect at the time of arbitration. Each party shall bear its own expenses in connection with any such arbitration and joint expenses shall be borne by both parties in equal portions.



Nov 9, 2020

Assignor – Mike Delano – Texas Air Museum



Nov 7, 2020

Assignee – Stevan Pearce, Hobbs, New Mexico



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2nd, 2021

SUBJECT: CES CONTRACT WITH SMA FOR RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES ON THE WATER AND SEWER EXTENSION TO THE LEA COUNTY AIRPORT.

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 7-26-2021
SUBMITTED BY: Todd Randall, City Engineer

Summary:

- SMA (Souder Miller Associates) is currently providing RPR services on the City's Waterline replacement project and current personnel is available to provide RPR on this project. This will be a CES Contract (# 19-01B-C208-ALL)
o SMA will assist in Staff augmentation to also provide the GPS collection of City's infrastructure during construction.
Ferguson Construction is the Awarded Contractor (\$1.6M) and 5% below the next lowest bidder.
The City has received a capital appropriation from the 2019 Legislative session in the amount of \$750,000 for design and construction of Water and Sewer along US62/180 (Carlsbad Hwy) to the Lea County Airport.
Construction is anticipated to start in August of 2021 and completed in the Summer of 2022

Fiscal Impact:

Reviewed By: Finance

Budget Line: 44-04044-44901-00289
Amount: Orig budget \$3.5M (reduced in July 2021 Final Budget Approval)
Grant: \$750,000 (Legislative Grant)
Design Fees: \$152,369.66 (not including GRT) - Molzen Corbin
Construction: \$1.6M (Ferguson Construction)
RPR Service: \$92,700 (not including GRT) - SMA

Note: This is an FY21 to FY22 carryover and at the time of this staff summary, DFA has not approved the final budget. Contract will not be executed until we have confirmation of DFA approval.

Attachments:

Cost Proposal

Efren A. Cortez
Digitally signed by Efren A. Cortez
City Attorney

Legal Review:

Approved As To Form: Cortez
City Attorney

Recommendation:

Consideration and approval to enter into a contract with SMA. (CES No. # 19-01B-C208-ALL)

Approved For Submittal By:

TODD RANDALL

Department Director

Signature of Anna Betzer
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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



June 15, 2020

6C30418

Mr. Todd Randall
City Engineer
City of Hobbs, NM
200 E. Broadway
Hobbs, NM 88240
trandall@hobbsnm.org
(575) 397-9237
(575) 318-4205 (mobile)

RE: HOBBS LEA COUNTY AIRPORT WATER AND SEWER PROJECT RPR/GPS WORK – CES PROPOSAL

Dear Mr. Randall:

Souder, Miller and Associates (SMA) is pleased to submit the attached “Exhibit A” Workplan for the Hobbs Lea County Airport Water and Sewer Project RPR and GPS work as previously discussed with Leo Wilson and you on June 9, 2021.

These services are being proposed to be provided on an “As-needed” basis under a “Time and Materials” Reimbursement agreement using the CES process, as was requested.

The scope of work attached contains the RPR and GPS description of services that could be provided by Leo Wilson and Lupe Salmon to serve your needs with the Water and Sewer line Installation RPR and the GPS asset locations. The GPS equipment will be provided by the City of Hobbs.

This contract for this work will be through the Cooperative Educational Services (CES) process and will comply with all terms and conditions of CES. This work will be performed on a Time and Materials reimbursable basis under CES agreement # 19-01B-C208-ALL and the Professional Fee Schedule attached for use with this work reflects the 3% discount for CES projects.

The term of this agreement will be one year or until the Maximum Not to Exceed limit is reached. Although not anticipated, this agreement could be renewed under the same terms and conditions for an additional year (in accordance with CES regulations) and a new NTE limit with the approval of the CLIENT, the CONSULTANT and CES.

The SMA CES agreement has an expiration date of October 25, 2022. It is our understanding that work may be able to be performed under an extension of this agreement as long as it is executed prior to that expiration date.

If this proposal is satisfactory, please use the online CES portal to set up the project and create the purchase order to SMA for this work and obtain CES approval of the PO prior to sending it to SMA.

Mr. Todd Randall, City of Hobbs
June 15, 2021
Page 2

This proposal offer may be withdrawn, at the option of SMA, if it has not been accepted within 30 days of its date of issue. If you have any questions or comments concerning this proposal, please feel free to call me at 575-441- 5956.

Sincerely,

Miller Engineers, Inc. d/b/a
Souder, Miller & Associates



Russ Doss, P.E.
Senior Engineer II
russell.doss@soudermiller.com



Angela Valdez, P.E.
Vice President
angela.valdez@soudermiller.com

Enc: SMA Work Plan

EXHIBIT A
CITY OF HOBBS LEA COUNTY AIRPORT WATER AND SEWER PROJECT RPR CES PROPOSAL
SCOPE OF WORK, SCHEDULE AND COMPENSATION

Section 1: Scope of Work

Presented below is a description of the Engineering services that will be provided by the CONSULTANT to assist the CLIENT. Services, equipment and materials required for the performance of this agreement will be provided to the City of Hobbs on a "time and materials" reimbursable basis, and are generally described as follows:

Construction Observation Services (RPR) – See below EJCDC Section D1.01:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Provide GPS location of assets and utility lines uncovered or constructed under this project using equipment provided by the City of Hobbs. The field labor for this work will be performed as part of the normal RPR duties.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
 - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

Section 2: Schedule and Term

The schedule for completion of the engineering services identified in Section 1 of this Exhibit A shall be as follows.

CONSULTANT will commence the proposed work as requested by the CLIENT after the signed and CES approved P.O. is received. The NTE limit figures are based on a maximum construction time of twelve months for the project and RPR services averaging roughly seventeen and one-half (17.5) hours per week.

The term of this agreement will be one year or until the Maximum Not to Exceed limit is reached. Although not anticipated, this agreement may be renewed under the same terms and conditions for additional years (in accordance with CES regulations) and a new NTE limit with the approval of the CLIENT, the CONSULTANT and CES.

SMA will notify the CLIENT when billing reaches 85% of the NTE amount so decisions can be made regarding modification of the work or agreeing to approve the next renewal term.

The SMA CES agreement has an expiration date of October 25, 2022. It is our understanding that work may be performed under an extension of this agreement as long as it is executed prior to that expiration date.

Section 3: Compensation

The work as described in Section 1 of this Exhibit A will be performed on a time and materials basis. Invoices will include a list of the hourly rates and charges by category. Compensation will be in accordance with the CES Professional Fee Schedule 2021 included as Attachment 1 to Exhibit A, up to the "Not to Exceed (NTE) Price" identified in the following table.

Estimated Fees for RPR, GIS and Engineering Services	
Description	NTE Price
Resident Project Representative Services	\$ 92,700.00

Note that the fees **do not include** New Mexico Gross Receipt Taxes (NMGRT). These will be added to all invoices at applicable rates during the contract period. Invoicing will be performed on a monthly basis.

CES PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2021

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 223.10	per hour
Senior Manager III	\$ 213.40	per hour
Senior Manager II	\$ 194.00	per hour
Senior Manager I	\$ 184.30	per hour
Senior Engineer/Scientist/Surveyor III	\$ 174.60	per hour
Senior Engineer/Scientist/Surveyor II	\$ 160.05	per hour
Senior Engineer/Scientist/Surveyor I	\$ 145.50	per hour
Project Engineer/Scientist/Surveyor III	\$ 135.80	per hour
Project Engineer/Scientist/Surveyor II	\$ 126.10	per hour
Project Engineer/Scientist/Surveyor I	\$ 116.40	per hour
Staff EIT/Scientist/LSIT III	\$ 116.40	per hour
Staff EIT/Scientist/LSIT II	\$ 106.70	per hour
Staff EIT/Scientist/LSIT I	\$ 97.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 160.05	per hour
Engineering/Design/Survey/Field Tech VII	\$ 140.65	per hour
Engineering/Design/Survey/Field Tech VI	\$ 121.25	per hour
Engineering/Design/Survey/Field Tech V	\$ 106.70	per hour
Engineering/Design/Survey/Field Tech IV	\$ 92.15	per hour
Engineering/Design/Survey/Field Tech III	\$ 77.60	per hour
Engineering/Design/Survey/Field Tech II	\$ 67.90	per hour
Engineering/Design/Survey/Field Tech I	\$ 58.20	per hour
Technical Intern II	\$ 58.20	per hour
Technical Intern I	\$ 48.50	per hour
Construction Observer IV	\$ 106.70	per hour
Construction Observer III	\$ 87.30	per hour
Construction Observer II	\$ 72.75	per hour
Construction Observer I	\$ 58.20	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 87.30	per hour
Project Financial/Manager Assistant I	\$ 67.90	per hour
Administrative Assistant IV	\$ 106.70	per hour
Administrative Assistant III	\$ 87.30	per hour
Administrative Assistant II	\$ 67.90	per hour
Administrative Assistant I	\$ 48.50	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ \$0.56 per mile (or current IRS rate)
Per diem \$151.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: A RESOLUTION AUTHORIZING AN APPLICATION TO US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR 2021 HOBBS INFRASTRUCTURE IMPROVEMENTS PROJECT

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: July 26th, 2021
SUBMITTED BY: Todd Randall, City Engineer

Summary:

- The City is intending to submit a grant application to the US Department of Housing and Urban Development Community Block Grant Program for federal funding in the amount of \$750,000 for the 2021 Hobbs Infrastructure Improvements Project.
Public hearings have been held to receive public input on community development needs and suggestions for future CDBG projects. The meetings were held on:
- June 22, 2021 at 10 am and 5:30 pm
- July 1, 2021 at 10 am and 5:30 pm.
This phase of the CDBG Infrastructure Improvements Project will consist of street and drainage improvements including pavement rehabilitation, new sidewalk (with ADA compliant ramps), curb and gutter, and valley gutters on East Midwest (from Dal Paso to alley east of Ninth Street) and 1st, Farquhar, Jefferson, Fourth, Fifth, Sixth and Ninth (from Main St. to alley south of Midwest). The application will request a maximum amount of \$750,000 and phased project in the amount of \$375,000.
Local cash match required for the full project would be \$75,000 (min. 10% Match)

Fiscal Impact:

Reviewed By: Finance Department

Estimated costs are as follows.

Design & RPR Services: \$170,000
Construction: \$825,000 (\$750,000 CDBG Grant Funds)
Total Estimated Costs: \$1,000,000

Note: A BAR will be necessary for budgeting matching and contingency funds. There is sufficient general fund reserves for the required matching funds.

Attachments:

Resolution, Location Map, and Public Hearing Notices

Legal Review:

Efren A. Cortez
Approved As To Form: City Attorney

Recommendation:

Approve Resolution to Authorize the Grant Application

Approved For Submittal By: TODD RANDALL
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. 7084

A RESOLUTION OF THE CITY OF HOBBS, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S CHIEF EXECUTIVE OFFICER AND THE AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY BLOCK GRANT PROGRAM

WHEREAS, the need exists within Hobbs for neighborhood improvement projects in several low and moderate income neighborhoods and the City therefore desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood infrastructure projects; and

WHEREAS, the City of Hobbs has held four public hearings for public input and comment on June 22, 2021 at 10:00 am, June 22, 2021 at 5:30 pm and July 1, 2021 at 10:00 am and July 1, 2021 at 5:30 pm during the 2021 application process; and

WHEREAS, the City Commission finds that there is a significant need to undertake the 2021 Hobbs CDBG Infrastructure Improvement Project to provide adequate services to the community; and

WHEREAS, the City Commission determines that the 2021 Hobbs CDBG Infrastructure Improvements Project meets the requirements of the Community Development Block Grant Program.

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

1. The City of Hobbs is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the 2021 Hobbs Infrastructure Improvements Project;

2. That the City Commission directs and designates the Mayor as the City of Hobbs Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the New Mexico Community Development Block Grant Program.

3. The City's officials and staff are directed to do any and all acts necessary to carry out the intent of this resolution.

4. That the full application amount be for \$750,000 of grant funds and Phased be for \$375,000 for the 2021 Hobbs Infrastructure Improvements Project;

5. That it further be stated that the City of Hobbs is committing \$75,000 from its General Fund as a cash contribution toward the street and drainage construction activities of this 2021 Hobbs Infrastructure Improvements Project.

PASSED, ADOPTED AND APPROVED this 2nd day of August, 2021

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 1-Q
CDBG PUBLIC HEARING NOTICE WITH REQUIRED ELEMENTS

NOTICE OF PUBLIC HEARING

The _____ City _____ of _____ Hobbs _____, New Mexico, wishes to inform all interested parties that public hearing(s) will be held:

Date	Time	Location	Address
<u>6/22/21</u>	<u>10:00 am</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>
<u>6/22/21</u>	<u>5:30 pm</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>
<u>7/1/21</u>	<u>10:00 am</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>
<u>7/1/21</u>	<u>5:30 pm</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>

The purpose of this public hearing will be to report on past CDBG program activities and to receive public input on community development needs and suggestions for future CDBG projects.

The Community Development Block Grant (CDBG) Program was established under Title I of the Housing and Community Development Act of 1974, as amended, in order to assist communities in providing essential community facilities, providing decent housing for residents, promoting economic development and maintaining a suitable living environment. The State of New Mexico approximates an annual appropriation of \$11,000,000 to be distributed statewide on a competitive basis.

State and national objectives of the New Mexico CDBG Program requires that assistance be made available for activities that principally benefit persons of low and moderate income.

Applications are limited to a maximum of \$500,000 without certified cost estimates and \$750,000 with certified cost estimates by a licensed professional. Planning applications are limited to \$50,000.

Eligible activities and categories will be described. All interested parties are invited to attend, to submit project ideas, to provide supporting data and testimony, and other pertinent information.

With sufficient notice, a translator will be provided for non-English speaking residents.

Those unable to attend the public hearing may send written comments to:

CDBG Grant Program Requests

Todd Randall
200 E. Broadway St
Hobbs, NM 88240

EXHIBIT 1-Q
JUNTA PÚBLICA CON ELEMENTOS REQUERIDOS DE CDBG

NOTICIA AL PÚBLICO

City _____ de Hobbs _____, Nuevo Mexico, desea anunciar sobre las juntas publicas para informar a los interesados en le proceso de solicitud del program de CDBG. Las juntas serán los siguientes dias:

Fecha	Tiempo	Localización	Dirección
<u>6/22/21</u>	<u>10:00 am</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>
<u>6/22/21</u>	<u>5:30 pm</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>
<u>7/1/21</u>	<u>10:00 am</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>
<u>7/1/21</u>	<u>5:30 pm</u>	<u>City Hall Annex, City Commission Chambers</u>	<u>200 E. Broadway St. Hobbs, NM</u>

Estas juntas considerarán propuestas de proyectos para aplicación de fondos del Community Development Block grant (CDBG). Anualmente el estado de Nuevo Mexico debería recibir fondos en la cantidad de \$11,000,000 (compruebe con el encargado de proyecto para saber si hay la figura actualizada).

El programma de Community Development Block Grant fue establecido en 1974 bajo el Title I/ Housing & Community Development Act para asistir personas de bajos ingresos principalmente.

El programa esta administrado por el estado de Nuevo Mexico, Department of Finance and Administration, Local Government Division. El público esta invitado a hacer presentaciones, peticiones y recomendaciones al consejo acerca de los proyectors que se quieran aplicar para el proximo ciclo de CDBG fondos. El maximo total por cada aplicación es \$500,000 sin costos certificados o \$750,000 con costos certificados por un profesional licenciado. Los aplicaciones en la categoris de un plan de proyecto que tienen limite fijo de \$50,000.

Si usted o su organizacion tienen un proyecto que pueda ser elegible para coinsideración, usted esta invitado a hacer su presentación y petición en esta reunión pública. Para los residentes que no hablan ingles, y requierer un interprete, contacten a la oficina de administración, una semana antes de la reunión.

Para la gente que no puede atender la reunión pública, sus comentarios se recibiran el la siguiente dirección:

CDBG Grant Program Requests

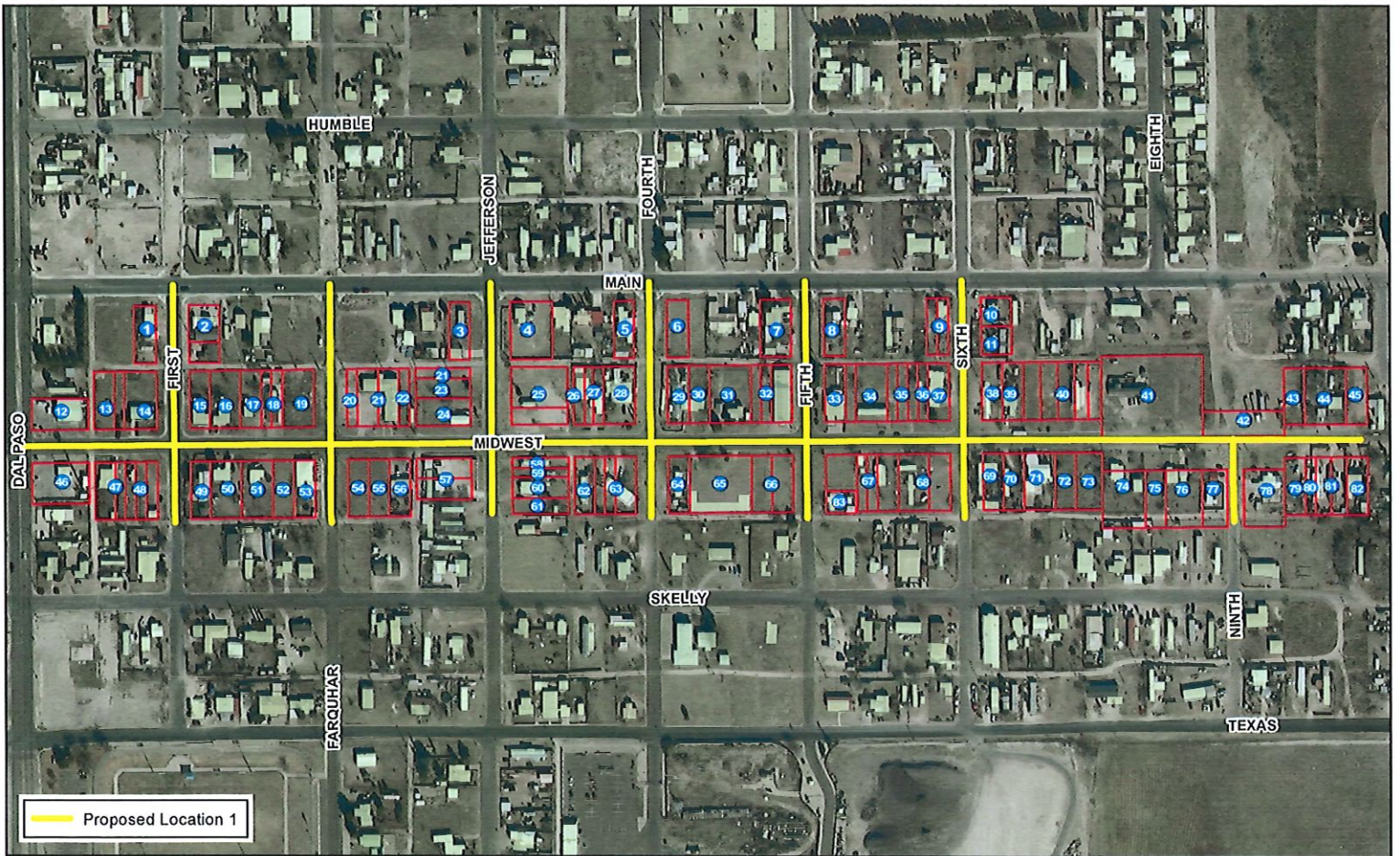
Todd Randall

200 E. Broadway

Hobbs, NM 88240

CDBG

Proposed Location 1



City of Hobbs GIS Division

AP

Date: 5/27/2021 1 inch = 318 feet Time: 1:25:28 PM

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2nd, 2021

SUBJECT: CES CONTRACT WITH SMA PROFESSIONAL DESIGN SERVICES FOR A CDBG PROJECT IN SE HOBBS, NM.

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 7-26-2021
SUBMITTED BY: Todd Randall, City Engineer

Summary:

- Design Services for the Preliminary Design and Certified Cost Estimates of E. Midwest St. and CDBG Application.
(4) Public Hearings were held for the selection of the proposed CDBG Project Application
City of Hobbs Engineering Staff will assist in the design and certified cost estimates based on historical cost estimates and bids.
SMA (Souder Miller Associates) has local / specialized knowledge of the project area. The design services are needed to augment Engineering Dept staff for the preliminary design and meet Grant submission requirements.

Fiscal Impact:

Reviewed By: Finance

Budget Line: 37-4037-44901-00232
Amount: \$150,000 (FY21 to FY22 Carry over and awaiting DFA approval)
SMA Contract: \$53,500.45 (includes GRT / CES Fee)

Note: A Future BAR may be necessary for the City's matching funds and current reserves are sufficient, if the City is successful for a grant award.

Attachments:

Cost Proposal

Efren A. Cortez
Digitally signed by Efren A. Cortez
City Attorney

Legal Review:

Approved As To Form: Cortez
City Attorney

Recommendation:

Consideration and approval to enter into a contract with SMA. (CES No. # 19-01B-C208-ALL)

Approved For Submittal By:

TODD RANDALL
Department Director
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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



June 25, 2020

7C30446

Mr. Todd Randall
City Engineer
City of Hobbs, NM
200 E. Broadway
Hobbs, NM 88240
trandall@hobbsnm.org
(575) 397-9237
(575) 318-4205 (mobile)

RE: HOBBS MIDWEST ST. CDBG 2021 - CES PROPOSAL

Dear Mr. Randall:

Souder, Miller and Associates (SMA) is pleased to submit the attached "Exhibit A" Workplan for the Hobbs Midwest St. CDBG 2021 Preliminary Plan and EOPCC work as previously discussed with you last week.

These services are being proposed to be provided on a lump sum basis using the CES process, as was requested.

The scope of work attached contains the description of the Preliminary Plan Design and EOPCC services that could be provided to you by SMA that could be used as a basis for your upcoming CDBG funding application.

This contract for this work will be through the Cooperative Educational Services (CES) process and will comply with all terms and conditions of CES. This work will be performed under CES agreement # 19-01B-C208-ALL and the Professional Fee Schedule attached for use with this work reflects the 3% discount for CES projects.

The term of this agreement will be one year or until the Maximum Not to Exceed limit is reached. Although not anticipated, this agreement could be renewed under the same terms and conditions for an additional year (in accordance with CES regulations) and a new NTE limit with the approval of the CLIENT, the CONSULTANT and CES.

The SMA CES agreement has an expiration date of October 25, 2022. It is our understanding that work may be able to be performed under an extension of this agreement as long as it is executed prior to that expiration date.

If this proposal is satisfactory, please use the online CES portal to set up the project and submit the SMA proposal. You would also need to create the purchase order to SMA for this work and send it to CES to obtain CES approval of the PO prior to sending it to SMA.

Mr. Todd Randall, City of Hobbs

June 25, 2021

Page 2

This proposal offer may be withdrawn, at the option of SMA, if it has not been accepted within 30 days of its date of issue. If you have any questions or comments concerning this proposal, please feel free to call me at 575-441- 5956.

Sincerely,

Miller Engineers, Inc. d/b/a
Souder, Miller & Associates



Russ Doss, P.E.
Senior Engineer II
russell.doss@soudermiller.com



Angela Valdez, P.E.
Vice President
angela.valdez@soudermiller.com

Enc: SMA Work Plan

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide 30% Preliminary Design Plans and EOPCC Staff Augmentation Services to the City of Hobbs, NM (Owner) for the 2021 Midwest Area CDBG Project. Limits for preliminary design will begin at Dal Paso Street on the West and extends easterly approximately 0.61 miles to the end of Midwest Street just east of 9th Street. The project boundary is the south edge of Main Street on the north, and the alley south of Midwest on the south. The project is proposed to include replacing approximately 120 linear feet of 4-inch waterline with 6-inch waterline across two (2) roadways, and approximately 800 linear feet of new 8-inch sewer line installation, including appurtenances; installation of approximately 25 replacement or new sewer laterals and replacement of approximately 10 manhole rings on the existing sewer line under roadway in the project area; and new construction of approximately 1.25 miles of residential roadway (37' BOC max.) including new mountable curb and gutter, with 5' wide ADA sidewalk, driveway connections, and ADA corner ramp installation; and minor drainage improvements associated with existing storm sewer inlet upgrades and revisions, as needed. SMA proposes to complete the following scope of work.

SMA understand most of the project limits reside within the AO special flood hazard zone, and there is a 1-foot 1% annual chance of flooding existing for area. SMA understands the intent is not to mitigate the flood challenges, however, will utilize any existing storm drains and drainage patterns to extent feasible and practical as directed by the City of Hobbs. A limited drainage evaluation will be made by SMA to provide positive drainage flows for the areas adjacent to the new roadways and the proposed outfall grades will be designed to work with future roadway construction phases.

Additional surveying and existing sewer line potholing is recommended for specific areas prior to completion of the Final Project Plans. The preliminary plan set will be prepared in accordance with City of Hobbs specifications, details, and format for recent similar projects. The efforts will intend to assist the City of Hobbs with preliminary plans the city can utilize to complete design and plans.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project
 - e. Project scope, budget and schedule including identification of critical path items
 - f. Change management and mitigation
 - g. QAQC Plan
 - h. Risk identification and safety plan

Exhibit A
Preliminary Design and EOPCC Services
Scope of Services

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of two (2) months.

Preliminary Design Phase Services

SMA will prepare roadway construction plans to approximately 30% complete. SMA will submit PDF copies of plans in accordance with City of Hobbs specifications, details, and format for recent similar projects. The Roadway Plans will be developed using New Mexico Department of Transportation (NMDOT) 2019 Specifications for Highway and Bridge Construction as modified through the City of Hobbs Special Provisions, Supplemental Specifications and Standard Details. SMA will also use NMDOT Bid Items List for roadway construction items.

Preliminary Plans will include:

- Cover Sheet/Vicinity Map
- General Construction Notes
- Summary of Quantities
- Typical Sections
- Miscellaneous Details
- Miscellaneous Quantities
- Roadway Plan and Profiles (8 sheets anticipated)
- Water line replacement Plan and Profiles
- Sanitary Sewer Line Plan and Profiles
- Storm Drain Plan and Profiles (If required)
- Existing Turnout Layouts and Profiles
- ADA Improvements
- Permanent Signing and Striping
- Engineer's Opinion of Probable Construction Cost (EOPCC)

The following are details regarding additional efforts described for completion of the Preliminary Design Phase Services.

1. **Property/Right-of-Way Research:** As directed by the Client, SMA will research the Lea County Emaps parcel information to determine the apparent Right-of-Way for the project. SMA has not included a title search or warranty deed/easement research in this scope of services. SMA anticipates all work and efforts to stay within existing Right-of-Way.
2. **Meeting to Discuss Results of Right-of-Way Research:** SMA will hold one meeting with Owner to discuss the results of the right-of-way research. SMA will identify any existing easements that are applicable to the proposed project and identify areas where new easements will be required.

Exhibit A

Preliminary Design and EOPCC Services

Scope of Services

Alternative alignments and narrower roadway widths will also be discussed if the existing easements are not adequate to complete the proposed work.

3. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner has provided the records to SMA.
4. **Utility Coordination:** SMA will submit a design conference ticket and a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design conference ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
5. **Topographical Information:** SMA will use the LIDAR data (with 0.25' contours) and existing record information provided by the Client to assess drainage concerns and prepare preliminary plans for reconstructed roadways, new roadways, and sewer lines to be constructed. Roadways will be designed with new 30" mountable curb and gutter (city detail) and 5' wide (6" thick) sidewalks in all locations. For this reason, locations of existing driveways will not be required. Existing asphalt or concrete driveway connections will be identified in the field for cost estimating purposes. The preliminary plans will identify the approximate locations of property boundaries and right-of-ways based on occupation lines and Emaps information but will not include a boundary survey of these properties. Utility markings from the 811 design locate for applicable areas will be shown on the preliminary plans.
6. **Geotechnical Investigation:** For these preliminary plans, no Geotechnical Investigation will be performed. Proposed new roadway areas will be designed with a 6" New Crushed Caliche Base Course and 2" HMA surface with notes to show subgrade material must meet specifications. Existing roadway surfaces will be milled and this material will be used to replace unsuitable subgrade. Notes will be added in the preliminary plans to require subgrade testing beneath new concrete installations or asphalt roadways to verify subgrade compaction specifications are met during the construction process.
7. **Design of Waterline Crossings:** SMA will prepare a preliminary horizontal and vertical alignment design for the waterline crossings incorporating the data from the as-built research, the utility coordination and the property and easement research. The sizing of the proposed lines will be as directed by the City. SMA will not prepare hydraulic analyses to size these lines or to evaluate impacts to the rest of the existing water or wastewater systems.
8. **Design of Sewer Line Profile:** SMA will prepare the preliminary design of the plan and profile for the sewer lines. This profile will take into account the known underground utilities and will account for depth of bury if that information was relayed by the utility companies and attempt to minimize the depth of the sewer line(s) while maintaining minimum slopes/velocities.
9. **Design Sewer Line Connections:** SMA will prepare the preliminary design of the connections to the proposed sewer line(s) and replacement of any existing sewer lateral lines under the proposed roadways. SMA will design the connections to the existing system and any branch lines. SMA will evaluate the service connection depths as part of the sewer line design, but plan and profiles for the

Exhibit A

Preliminary Design and EOPCC Services

Scope of Services

service lines will not be included in the plans because this work is covered in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction. SMA will provide a map to the Owner indicating all the services that were accounted for with the design so that the Owner can review and provide input and identify any services that need to be added.

10. **Engineer’s Opinion of Probable Construction Cost (EOPCC):** Once the preliminary design of the project is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA’s database of existing projects and other resources.

11. **Design Review with Owner:** SMA will conduct a meeting with the Owner’s representative to review the preliminary design. **SMA will submit an electronic copy of the preliminary construction plans and the EOPCC via email.**

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

<u>Task</u>	<u>Duration (calendar days)</u>
First Submittal of Preliminary Design Plans data	45 days from the receipt of approved CES PO from Owner
Submittal of Rev. Preliminary Plans/EOPCC	10 days from receipt of Owner Comment on submittal

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued monthly reflecting the percentage of each task completed to date.

<u>Task</u>	<u>Cost</u>
Preliminary Design Phase Services/EOPCC	\$ 49,508.80
CES Administration Fee (1.25%)	\$ 618.86
NMGRT (6.8125%)	<u>\$ 3,372.79</u>
Total Project PO Cost	\$ 53,500.45

The applicable CES Administration Fee and NMGRT will be added to all invoices at the applicable rates during the contract period. Invoicing will be performed on a monthly basis. The 1.25% CES fee will be collected and submitted to CES by SMA after receipt of payment.

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.

Exhibit A

Preliminary Design and EOPCC Services

Scope of Services

2. SMA assumes that the existing topographic and property data provided by the City is adequate for use for the Design Phase services. If significant changes between the surveyed conditions and the field conditions are observed, SMA will alert the Owner, and additional survey work will be negotiated if required; however, SMA makes no guarantee about the accuracy of the provided survey data.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
4. SMA assumes that there will not be any environmental clearance work will be required for this work. An Individual Section 404 permit will not be required, and no biological or hazardous materials issues are anticipated. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
5. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation). No geotechnical work is requested by the Owner for this work.
6. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
7. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
8. SMA did not include Final Design, Bid, Construction, or Construction Observation Phase Services in this Scope of Services as they were not requested by the Owner.

CES PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2021

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 223.10	per hour
Senior Manager III	\$ 213.40	per hour
Senior Manager II	\$ 194.00	per hour
Senior Manager I	\$ 184.30	per hour
Senior Engineer/Scientist/Surveyor III	\$ 174.60	per hour
Senior Engineer/Scientist/Surveyor II	\$ 160.05	per hour
Senior Engineer/Scientist/Surveyor I	\$ 145.50	per hour
Project Engineer/Scientist/Surveyor III	\$ 135.80	per hour
Project Engineer/Scientist/Surveyor II	\$ 126.10	per hour
Project Engineer/Scientist/Surveyor I	\$ 116.40	per hour
Staff EIT/Scientist/LSIT III	\$ 116.40	per hour
Staff EIT/Scientist/LSIT II	\$ 106.70	per hour
Staff EIT/Scientist/LSIT I	\$ 97.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 160.05	per hour
Engineering/Design/Survey/Field Tech VII	\$ 140.65	per hour
Engineering/Design/Survey/Field Tech VI	\$ 121.25	per hour
Engineering/Design/Survey/Field Tech V	\$ 106.70	per hour
Engineering/Design/Survey/Field Tech IV	\$ 92.15	per hour
Engineering/Design/Survey/Field Tech III	\$ 77.60	per hour
Engineering/Design/Survey/Field Tech II	\$ 67.90	per hour
Engineering/Design/Survey/Field Tech I	\$ 58.20	per hour
Technical Intern II	\$ 58.20	per hour
Technical Intern I	\$ 48.50	per hour
Construction Observer IV	\$ 106.70	per hour
Construction Observer III	\$ 87.30	per hour
Construction Observer II	\$ 72.75	per hour
Construction Observer I	\$ 58.20	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 87.30	per hour
Project Financial/Manager Assistant I	\$ 67.90	per hour
Administrative Assistant IV	\$ 106.70	per hour
Administrative Assistant III	\$ 87.30	per hour
Administrative Assistant II	\$ 67.90	per hour
Administrative Assistant I	\$ 48.50	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ \$0.56 per mile (or current IRS rate)
Per diem \$151.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 2, 2021

SUBJECT: Resolution for the City of Hobbs to enter into the New Mexico True Coop Agreement with the State of New Mexico Tourism Department
DEPT. OF ORIGIN: Communications Department
DATE SUBMITTED: July 27, 2021
SUBMITTED BY: Meghan Mooney, Communications Director

Summary: The City of Hobbs submitted an application to enter into a New Mexico True Cooperative Agreement with the State of New Mexico Tourism Department. The overall value to the City of Hobbs is approximately \$91,594 with the City of Hobbs contributing \$30,532. The regional and larger scale marketing initiatives carried out by the City of Hobbs are critical to our mission for tourism and establishing our community to all surrounding areas as the heart of the Permian Basin. By entering into the New Mexico True (NM True) coop agreement with the State of New Mexico Tourism Department (NMTD), the City of Hobbs will leverage the NM True brand and funds with advertising and media-related services provided by NMTD to stimulate tourism activities.

Fiscal Impact:

Reviewed By: 

Finance Department

The City of Hobbs currently has a budgeted carryover item in the amount of \$244,156 as it relates to a City of Hobbs Branding Project. The carryover item in fiscal year 2022 budget would need to be approved by NMDFA (budget item # 010100-44901-00291).

Attachments:

New Mexico True grant contract
Resolution

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Approve entering the New Mexico True Cooperative Agreement.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7085

A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO
A COOPERATIVE AGREEMENT WITH
THE STATE OF NEW MEXICO TOURISM DEPARTMENT REGARDING THE
NEW MEXICO TRUE COOP AGREEMENT

WHEREAS, the State of the New Mexico Tourism Department (NMTD) has awarded \$61,062.00 to the City of Hobbs to fund the State of New Mexico Cooperative Grant in FY22 with the City of Hobbs providing \$30,531; and

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, the City of Hobbs wishes to leverage the New Mexico True brand (NM True) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties' efforts to that effect; and

WHEREAS, the City of Hobbs intends to utilize the NM True brand in coordination with the "At the Heart of the Permian Basin" brand;

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 approve the City of Hobbs to enter the New Mexico True Cooperative Agreement with the State of New Mexico Tourism Department.

PASSED, ADOPTED AND APPROVED this 2nd day of August, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Agreement**

THIS AGREEMENT, numbered 22-418-3002-16, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **City of Hobbs**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties’ efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Meet or exceed the requirements of its FY22 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY22 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
- C. Agree to follow the established New Mexico True Brand Style Guide available via link from [NMTrueCoOp.org](https://nmtruecoop.org).
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Participate with NMTD in accordance with the deadlines included in *Exhibit A*; and further acknowledge that failure to do so may result in forfeit of Partner’s full participation in the creation or placement of planned advertising.
- F. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.
- G. In addition to the above obligations, for all Flex funds expended, Partner must also:
 1. Acknowledge that it has access to, and agrees to comply with, the FY22 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner’s responses to that form are incorporated herein by reference.

2. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and end-of-year Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2021 and May 31, 2022 must be submitted within 30 days of placement in market.
 - ii. All requests for payment must be received by June 10, 2022. Incomplete or illegible requests will not be processed.
 - iii. The end-of-year Tracking and Impact Report must be submitted to NMTD no later than July 10, 2022. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:
 1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
 2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
 3. Pay media vendors for ad placement and/or services.
 4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link from NMTrueCoOp.org.
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement and may terminate this Agreement should it determine that Partner did not obtain prior approval or that its Brand use is inconsistent.
- D. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2022. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: Andrea M. Lawrence
New Mexico Tourism Department
491 Old Santa Fe Trail, Santa Fe, NM 87501
505-795-0108 | andrea.lawrence@state.nm.us

To Partner: Meghan Mooney
City of Hobbs
200 E Broadway St, Hobbs, NM 88240
(575) 391-4169 | mmooney@hobbsnm.org

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

By: _____ Date: _____
Meghan Mooney, City of Hobbs
PARTNER

Approved for legal sufficiency:

By: _____ Date: _____
Allison P. Martinez, General Counsel NMTD

By: _____ Date: _____
Isabel B. Lopez, Chief Financial Officer NMTD

By: _____ Date: _____
Jen Paul Schroer, Cabinet Secretary NMTD



FY22 COOPERATIVE MARKETING PROGRAM

AWARD SUMMARY

Organization Name: Hobbs, City of Primary Contact: Meghan Mooney Email: mmooney@hobbsnm.org Phone: 5753914169	#	TOTAL \$ VALUE	% NMTD FUNDED	NMTD \$	PARTNER \$ COMMITMENT	PARTNER \$ DUE 8/1/2021	PARTNER \$ DUE 12/1/2021	
	13	\$91,594	67%	\$61,062	\$30,531	\$15,266	\$15,266	
	MEDIA MENU PLAN (MMP): SMART SELECT OPTIONS							
	13	\$91,594	67%	\$61,062	\$30,531	\$15,266	\$15,266	
FLEX: REQUEST SUMMARY								
	0	\$0		\$0	\$0			

MEDIA MENU PLAN (MMP) AWARDS

TYPE	INITIATIVE (CLICK EACH CELL FOR DETAILS)	#	IN-MARKET DATE(S)	TOTAL \$ VALUE	% NMTD FUNDED	NMTD \$	PARTNER \$ COMMITMENT	PARTNER \$ DUE 8/1/2021	PARTNER \$ DUE 12/1/2021
CONTENT / ORGANIC SOCIAL	Radio Production (One :15 spot) DETAILS	2	August, Feb	\$1,187	67%	\$791	\$396	\$198	\$198
CONTENT / ORGANIC SOCIAL	Social Content Amplification Pkg (12 mo) DETAILS	1	September	\$10,704	67%	\$7,136	\$3,568	\$1,784	\$1,784
DIGITAL	Digital Radio (3 mo) DETAILS	2	Sept - Nov, Apr - June	\$15,858	67%	\$10,572	\$5,286	\$2,643	\$2,643
DIGITAL	Facebook Infeed Video Ads (3 mos) DETAILS	2	Sept - Nov, Apr - June	\$15,752	67%	\$10,501	\$5,251	\$2,625	\$2,625
DIGITAL	Facebook Static Ads (6 mo) DETAILS	1	Sept - Nov, Apr - June	\$5,286	67%	\$3,524	\$1,762	\$881	\$881
DIGITAL	Managed Search (12 mo) DETAILS	1	September	\$19,814	67%	\$13,209	\$6,605	\$3,302	\$3,302
DIGITAL	NM Magazine Digital/Social Amplification Pkg (for 2 Written Articles) DETAILS	1	November	\$3,000	67%	\$2,000	\$1,000	\$500	\$500
DIGITAL	Programmatic Digital Display (6 mo) DETAILS	1	Feb - Apr, May - July	\$4,757	67%	\$3,171	\$1,586	\$793	\$793
DIGITAL	YouTube (3 mo) DETAILS	2	Sept - Nov, Apr - June	\$15,236	67%	\$10,157	\$5,079	\$2,539	\$2,539

FLEX FUND AWARDS

TYPE	INITIATIVE	#	TOTAL \$ VALUE	% NMTD FUNDED	NMTD \$	PARTNER \$ COMMITMENT