

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Cynthia D. Calderon

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

City Manager

J. J. Murphy

March 6, 2017



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

Monday, March 6, 2017 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Cynthia D. Calderon
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 6, 2017, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Tuesday, March 14, 2017, as "Pi Day"
3. Recognition of Fire Marshal Shawn Williams as Recipient of the NAACP Outstanding Achievement Award
4. Recognition of HFD Driver Engineer Mike Nelson as Recipient of the City's Warrior Award

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

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

5. Consideration of Approval of a Memorandum of Agreement Between the Lea County Sheriff's Office and the City of Hobbs for Hobbs Police Officers to Receive County Commission Cards as Special Deputies through the Lea County Sheriff *(Police Chief Chris McCall)*
6. Resolution No. 6518 - Authorizing the Mayor to Execute a Lease Amendment with Congressman Steve Pearce for Office Space on the Second Floor of the City Hall Annex *(Mayor Sam Cobb)*
7. Resolution No. 6519 - Supporting the Submission of a Local Government Road Fund Application (COOP Grant) to the New Mexico Department of Transportation for Traffic Signal Improvements in Hobbs *(Todd Randall)*
8. Resolution No. 6520 - Authorizing an Application for Funding to the New Mexico Environment Department Under the Clean Water State Revolving Fund (CWSRF) for Engineering and Construction of New Aerobic Digestion Basins *(Tim Woomer)*
9. Resolution No. 6521 - Opposing House Bill 174 Regarding Adoption of the "Local Election Act" *(Mike Stone)*
10. Resolution No. 6522 - Authorizing the Appointment of Helen Houston to the Community Affairs Board *(Mayor Sam Cobb)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

11. Resolution No. 6523 - Amending Resolution No. 6466 Authorizing Submission of a Grant Application for Public Transportation for FY 17-18 to Include Required Language Regarding Commitment of Local Matching Funds *(Jan Fletcher)*
12. Resolution No. 6524 - Supporting the Submission of a Municipal Arterial Program (MAP) Application to the New Mexico Department of Transportation for North Grimes Street Improvements in Hobbs *(Todd Randall)*

13. PUBLICATION: Proposed Ordinance Amending Section 2.56.580 of the Hobbs Municipal Code Relating to Nepotism (*Nicholas Goulet*)
14. Resolution No. 6525 - Approving a Development Agreement with KASS Investment Group, LLC, Concerning the Development of a Parcel of Land Located Southeast of the Intersection of Apache Drive and North Grimes Street (*Kevin Robinson*)
15. Resolution No. 6526 - Authorizing a CDBG Grant Agreement for the 2016 Hobbs CDBG Infrastructure Improvements Project (*Todd Randall*)
16. Resolution No. 6527 - Adopting Budgetary Adjustment #5 for FY 16-17 (*Deb Corral*)
17. Consideration of RFP No. 485-17 for Professional Engineering Services for the Aerobic Digester Project and Recommendation to Accept Proposal from Bohannon Huston, Inc. (*Tim Woomer*)
18. Consideration of Approval of a Professional Services Agreement Between the City of Hobbs and the Lea County Humane Society, Inc. (*Britt Lusk*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

19. Next Meeting Date:

- ▶ Regular Meeting - **Monday, March 20, 2017**, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 27, 2017
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of February 6, 2017

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director


City Manager

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, February 6, 2017, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

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

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Chris McCall, Police Chief
Brian Dunlap, Deputy Police Chief
Charles Cunningham, Police Captain
Michael Walker, Police Captain
Manny Gomez, Fire Chief
Barry Young, Deputy Fire Chief
Paul Thompson, Fire Captain
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Meghan Mooney, Director of Communications
Toby Spears, Finance Director
Ronny Choate, General Services Director
Tim Woomer, Utilities Director
Nicholas Goulet, Human Resources Director
Karen Nevarez, Assistant Human Resources Director
Ron Roberts, Information Technology Director
Doug McDaniel, Parks and Recreation Director
Linda Howell, Golf Course General Manager
Matt Hughes, Golf Course Superintendent
Britt Lusk, Administrative Services Director
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
29 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on January 17, 2017, be approved with an amendment to reflect Commissioner Joseph Calderón's vote as "yes" regarding *Consideration of Approval of Travel and Professional Development Training Expenses for J. J. Murphy to Attend the Harvard Kennedy School Program Entitled "Leadership for the 21st Century"*. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Joseph Calderón yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations or awards of merit presented.

Public Comments

There were no public comments.

Consent Agenda

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

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

Consideration of Approval of the Columbarium Burial Agreement Form and Columbarium Niche Door Inscription Guidelines.

Resolution No. 6510 - Adoption of Title VI Plan.

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

Discussion

Re-Opening of the Waste Isolation Pilot Plant (WIPP).

Mr. Phil Breidenback, President and Project Manager with Waste Isolation Pilot Plant (WIPP), thanked the Commission for its support in the reopening of the WIPP facility. He stated the WIPP facility was closed for three years due to a fire and radiation leak in 2014. Mr. Breidenback stated the WIPP facility has been re-opened and operations have resumed. He stated the WIPP facility passed four assessments consisting of a Management Self Assessment, Contractor/ORR, Department of Energy/ORR and the New Mexico Environment Department. Mr. Breidenback stated on January 4, 2017, the workforce at the facility successfully completed the first waste emplacement operations. He further stated on January 9, 2017, U.S. Energy Secretary Ernest Moniz, accompanied by members of the New Mexico legislative delegation, including Governor Susana Martinez, recognized the official reopening and resumption of waste operations at the WIPP. Mr. Breidenback explained all of the new procedures in place to ensure the WIPP facility will strive for excellence.

Ms. Rose Scott distributed WIPP materials to the Commission.

Mayor Cobb stated he acknowledges the WIPP facility as an important part of the City's economy.

Commissioners Taylor and Cynthia Calderon stated they are glad that the WIPP facility has reopened.

Citizen Survey.

Mr. J. J. Murphy, City Manager, stated the City has internally surveyed City employees for the past three years and he would now like to introduce the aspect of conducting an external survey to the citizens of Hobbs to see how the City can better serve the public.

Mr. Britt Lusk, Administrative Services Director, presented a PowerPoint to the Commission regarding the National Citizen Survey (NCS). He stated the NCS is a scientific survey to gather resident opinion on a range of community services. He stated the survey measures eight key areas and is customized to our community. NCS is endorsed by the International City/County Management Association and the National League of Cities. Mr. Lusk stated the reason to survey citizens is that not everybody votes or attends public meetings. He stated a survey gives a voice to all types of residents, measures service performance, assesses community needs, assists with long-range, short-term, or strategic plans and evaluates potential policies or community characteristics. He reviewed the sample questions that would be on the survey. Mr.

Lusk stated the survey would be administered by a postcard sent to randomly selected households announcing that a survey will follow. He stated the first survey arrives a week later and is followed by a second survey two weeks later, requiring minimal staff time. Mr. Lusk stated the NCS has the ability to provide a bilingual option. He reviewed the timeline of the survey. Mr. Lusk stated the pricing options are as follows: (1) Primarily by mail and available online in the amount of \$14,265.00; (2) Web only with mail invitations in the amount of \$10,710.00; and (3) Web only with non-scientific data in the amount of \$6,975.00. He stated NCS's database can be utilized by the City to review surveys done by other municipalities.

In reply to Commissioner Gerth's inquiry, Mr. Lusk stated the City has the ability to view surveys done by other municipalities. Commissioner Gerth stated only San Juan County has the same type of economy as Hobbs; therefore, the other surveys are irrelevant to Hobbs. Mr. Lusk stated Rio Rancho, New Mexico, has been benchmarked against Hobbs.

In response to Commissioner Taylor's question, Mr. Lusk stated the surveys done by other municipalities have already been conducted and are online.

Mayor Cobb stated the Citizen Survey is only for discussion at tonight's meeting. He recommended the Commission communicate with Mr. Murphy and Mr. Lusk regarding any questions about conducting a survey of the citizens of Hobbs.

Action Items

Resolution No. 6511 - Opposing the Legalization of Recreational Marijuana Use in the State of New Mexico.

Mr. Murphy explained the resolution and stated last week the Lea County Board of Commissioners approved a similar resolution opposing the legalization of recreational marijuana use in the State of New Mexico. He stated the City supports the Community Drug Coalition of Lea County (CDC) and the Palmer Drug Abuse Program (PDAP) who have requested that the City approve a resolution opposing the legalization of recreational marijuana use in the State of New Mexico. He stated he spoke to a Los Angeles Police Chief who stated California passed a law legalizing the recreational use of marijuana. Mr. Murphy stated the Police Chief explained that since marijuana use is illegal by Federal law, marijuana income cannot be deposited in banks; therefore, gang members are breaking into safe houses where monies are stored. He stated if approved, the resolution will be forwarded to our legislative representatives in Santa Fe. Mr. Murphy stated he is in support of this resolution.

In reply to Commissioner Gerth's question, Mr. Murphy stated the resolution opposing the legalization of recreational marijuana use in the State of New Mexico is solely the City's

opinion on the matter. He stated if the State of New Mexico passes the legalization of recreational marijuana, the City would have a local option to vote on it. Mr. Murphy stated he will forward this resolution to the City's lobbyist, the New Mexico Municipal League and the State Government.

Mr. Murphy stated the City has supported reducing spice in Hobbs and Police Chief Chris McCall stated he is not seeing the same level of spice in local schools as previously seen in the past.

Mayor Cobb requested a show of hands from members of the CDC and PDAP that are in the audience. Approximately 11 individuals raised their hands.

Commissioner Buie stated the Commission needs to pass the resolution opposing the legalization of recreational marijuana in order to fight the odds against use on drugs.

In reply to Commissioner Gerth's question, Mayor Cobb stated if the legislation is adopted by the State, municipalities will later have the opportunity to vote on opposing or legalization the use of recreational marijuana.

There being no further comments, Commissioner Taylor moved that Resolution No. 6511 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Commissioner Newman stated when he traveled to Colorado to view their jail facilities, he learned that heroin is now the drug of choice.

Commissioner Taylor stated marijuana can cause destruction in a family.

Resolution No. 6512 - Approving the City of Hobbs 2016 Fiscal Year Audit Report as Prepared by the City's Audit Firm, RPC CPA + Consultants, LLP.

Mr. Toby Spears, Finance Director, explained the resolution and stated the City received an unqualified opinion which is the best one that can be received. He stated the full audit can be found on the City's website.

In reply to Mayor Cobb's inquiry, Mr. Spears stated there are approximately 300 to 400 purchase transactions per week and 21,000 checks are processed annually.

There being no further comments, Commissioner Joseph Calderón moved that Resolution No. 6512 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes,

Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6513 - Approving the FY 2017 2nd Quarter Financial Report for the New Mexico Department of Finance and Administration.

Mr. Spears submitted the FY 2017 second quarter DFA Financial Report for consideration by the Commission. He stated the ending cash balance as of September 30, 2016, is \$113,128,500 for all funds, restricted and unrestricted. The City of Hobbs year-to-date actual revenue activity for the period of July 1, 2016, through December 31, 2016, is \$108,243,917.55. He stated the ending cash balance represents actual revenue and expenditure activity from July 1, 2016 through December 31, 2016. Mr. Spears stated the General Fund revenues are trending at 50.88% and expenditures are trending at 32.45%.

Mayor Cobb stated the City is taking in more funds than spending, which is a good thing.

There being no further comments, Commissioner Gerth moved that Resolution No. 6513 be adopted as presented. Commissioner Cynthia Calderon seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6514 - Approving the FY 2017 2nd Quarter Lodgers' Tax Financial Report for the New Mexico Department of Finance and Administration.

Mr. Spears submitted the FY 2017 second quarter DFA Financial Report for the Lodgers' Tax Fund for consideration by the Commission. Mr. Spears stated a meeting was not held for the Lodgers' Tax for the month of January, 2017. He stated the cash balance for the Lodgers' Tax Fund is \$259,407.72. Mr. Spears stated the fund is trending up and the quarterly revenue amounts were received as follows:

October	\$68,000.00
November	\$89,000.00
December	\$93,000.00

In response to Commissioner Buie's question, Mr. Spears stated the FY 2017 2nd Quarter Lodgers' Tax Financial Report is also on the City's website on the Finance Department tab.

There being no further comments, Commissioner Cynthia Calderon moved that Resolution No. 6514 be adopted as presented. Commissioner Buie seconded the motion

and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6515 - Approving an Affordable Senior Housing Funding Commitment and Letter of Financial Support to Yes Housing, Inc., for a Proposed Affordable Senior Housing Complex to be Located Northeast of the Intersection of Berry and Grimes Streets.

Mayor Cobb applauded the Commission for making a good strategic plan on affordable multi-family and market rate housing. He stated the overall housing strategic plan includes senior housing. Mayor Cobb requested that Resolution Nos. 6515 and 6516 be discussed in their entirety before voting on the items.

Mr. Kevin Robinson, Development Coordinator, explained the resolution and stated YES Housing, Inc., has proposed to finance and develop a 56-unit affordable senior housing complex on developer controlled property located northeast of the corner of Berry and Grimes. He stated this project will be restricted to seniors with all of the proposed units income and rent restricted to 60% or below area median income. Mr. Robinson stated this project has a Total Development Cost (TDC) of \$13,000,000.00, so a local contribution of 10% of TDC would earn the Developer 10 points in scoring toward LIHTC funding. He stated the Hobbs Municipal Code Chapter 3.14 allows the City to extend financial incentives to stimulate the development and construction of Affordable Senior Housing projects for multi-family housing. In order to qualify, the project must be considered as an Affordable Housing Project according to the City's Affordable Housing Plan. Mr. Robinson stated this project must also be approved and funded by the NMMFA and comply with State MFA rules. He stated this resolution proposes the City to make a conditional offer of financial assistance in an amount to be determined but not to exceed 10% of TDC, to include waiver of development fees to YES Housing, Inc. if the proposed project is funded by the state and developed. Mr. Robinson stated the Letter of Financial Support gives approval to the Project and commits the funding, contingent on the Developer receiving an allocation of LIHTC's during the 2017 cycle.

Resolution No. 6516 - Approving an Affordable Senior Housing Funding Commitment and Letter of Financial Support to Chelsea Investments Corporation for a Proposed Affordable Senior Housing Complex to be Located Northwest of the Intersection of Dunnam and Fowler Streets.

Mr. Robinson explained the resolution and stated Chelsea Investments Corporation has proposed to finance and develop a senior housing complex on developer controlled property located northwest of the corner of Dunnam and Fowler. He stated this project will be restricted to seniors and 48 of the proposed 58 units will be income and rent restricted to 60% or below area median income, while nine units will be unrestricted or

market rate with one manager unit on site. Mr. Robinson stated the TDC on this project is \$13,304,890.00, so a local contribution of 10% of TDC would earn the Developer 10 points in scoring toward LIHTC funding. He stated this project must also be approved and funded by the NMMFA and comply with State MFA rules. Mr. Robinson stated this resolution proposes that the City make a conditional offer of financial assistance in an amount to be determined but not to exceed 10% of TDC, to include waiver of development fees to Chelsea Investments Corporation if the proposed project is funded by the state and developed. The Letter of Financial Support gives approval to the Project and commits the funding, contingent on the Developer receiving an allocation of LIHTC's during the 2017 cycle.

A discussion was held regarding tax credits and government match.

In reply to Commissioner Buie's inquiry, Mr. Robinson stated it is his opinion that this will be the last year Hobbs will have a point advantage with MFA.

Commissioner Buie stated Hobbs still has senior housing needs. Mr Robinson stated both of the developments being presented tonight are for senior housing.

Ms. Michelle Den Bleyker with Yes Housing, Inc., explained the affordable senior housing development and stated the age limit to qualify for senior housing is 55 years and above. She stated rent for a one bedroom is from \$450.00 to \$675.00 with the deduction of utilities and a two bedroom is from \$540.00 to \$800.00. Ms. Den Bleyker stated the City's financial assistance will help earn points with MFA to develop affordable senior housing.

In reply to Mayor Cobb's inquiry, Ms. Den Bleyker stated MFA has changed the fixed rate for affordable living from 40 years to 35 years.

In response to Commissioner Taylor's question, Ms. Den Bleyker stated the proposed affordable senior housing development will be a two-story building.

Ms. Den Bleyker stated the City would have to commit to funding at 10% in order for Yes Housing, Inc., to receive 10 points from MFA.

In reply to Commissioner Gerth's inquiry, Ms. Den Bleyker stated parking will be along Berry Street for the proposed affordable senior housing development.

Ms. Robyn Pelton with Chelsea Investments Corporation reviewed previous developments in Hobbs and stated she has 42 years of housing experience. She stated the AMI for the proposed affordable senior housing development for 48 units will be 30% to 45% and 80% for the nine market rate units. Ms. Pelton stated the proposed affordable senior housing development will have a commercial cafe/deli which is not included in the amount being requested for funding from the City.

Mr. Mike Clampitt with the Hobbs Boys and Girls Club stated he supports the proposed affordable senior housing development of Chelsea Corporation Investments. He stated a day care and the Club are nearby which would allow interaction with the seniors at the facility. Several members of the Board of the Boys and Girls Club were also present in the audience.

Reverend B. J. Choice stated the proposed affordable senior housing development at the intersection of Dunnam and Fowler is a great location and he supports the project.

Mr. Murphy stated he and Mayor Cobb met with over 80 seniors at the Senior Center who were very enthusiastic and in support of the proposed affordable senior housing developments.

Mr. Murphy stated a budget adjustment would have to be made in order to fund both of the proposed affordable senior housing developments. He stated funds would be adjusted from other projects.

In reply to Commissioner Cynthia Calderon's question, Mr. Murphy stated monies will not be taken from the Taylor Ranch Project. He stated if the Commission supports these developments, the City can encumber the monies for both developments and have the developers compete at the MFA level. Mayor Cobb stated if the Commission approves both of the developments, the City would have to encumber and set the monies aside.

In reply to Commissioner Buie's inquiry, Ms. Den Bleyker stated the application is due February 15, 2017, and awards by MFA will be made in June, 2017. The developers are then given 30 days to accept the award.

In answer to Commissioner Cynthia Calderon's question, Ms. Den Bleyker stated the location of the proposed affordable senior housing development by Yes Housing, Inc. is near the railroad tracks on the East side of Grimes. She stated if they receive MFA funding, Yes Housing, Inc., will conduct a noise study in the area. Ms. Den Bleyker further stated that monies have been budgeted for noise buffers.

In response to Commissioner Newman's question, Mr. Murphy stated a budget adjustment would have to be approved in order to fund the two proposed affordable senior housing developments. Mayor Cobb stated funds would be removed from another project in order to fund these two developments.

There being no further comments, Commissioner Joseph Calderón moved that Resolution No. 6515 and Resolution No. 6516 be adopted with a commitment of financial support in an amount not to exceed 10% as a contribution under the City of Hobbs Affordable Housing Funding Programs, subject to NMMFA funding. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The

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

Resolution No. 6517 - Affirming or Denying a Variance Granted by the City of Hobbs Planning Board Allowing a Subdivision on Property Located Within the Extraterritorial Jurisdiction Not Adjacent to Public Property.

Mr. Stone was appointed as the Hearing Officer. Mr. Stone requested Ms. Jan Fletcher, City Clerk, to swear in the witnesses, Mr. Kevin Robinson and Mr. Gary Jones, a professional surveyor. The two witnesses were sworn in.

Mr. Stone stated the Planning Board granted a variance to Mr. Edgar E. Escarcega without the owner being required to dedicate an easement to the City. He further stated there are three options for the City Commission to consider as follows: (1) Vote to approve the variance as per the Planning Boards decision; (2) Vote to deny the variance request; or (3) Approve a variance with the requirement that the property owner grants a public utility easement for public purpose.

In response to questions by Mr. Stone, Mr. Robinson identified the subject property and explained the provisions of the Hobbs Municipal Code. He testified that the City has concurrent jurisdiction with Lea County for all subdivisions in the extraterritorial zone which means property within a five mile radius of the City limits. Mr. Robinson also testified the proposed subdivided property along the North boundary is a County developed and maintained roadway and the property has never been dedicated to the County. He further testified that the Hobbs Municipal Code requires the property to be dedicated to ensure access across and under the roadway for public infrastructure and roadway maintenance. Mr. Robinson stated the City is within its rights to require the property owner to grant a public utility easement to the City for public purpose.

In response to questions by Mr. Stone, Mr. Gary Jones testified the property is owned by Mr. Escarcega and a portion of the land was transferred to his brother but an official subdivision of the property was never done. Mr. Jones testified that Mr. Escarcega does not want to dedicate an easement to the City as he resides in the County and not in the City limits. He further testified that Mr. Escarcega did not request for his property to be subdivided. Mr. Jones stated Mr. Escarcega's brother placed a manufactured home on the property and was requesting an address in order to connect utility services. Mr. Jones stated the adjacent property owners have not been required to subdivide their properties. He added the City has purchased easements in the past and questioned why Mr. Escarcega is not being reimbursed for this easement. Mr. Jones stated he has respect for Mr. Stone as an attorney but he has hired an attorney of his own to review the documents Mr. Stone has given him as he feels the opinion is incorrect.

After a lengthy discussion regarding tie-ins, ownership of roadway, and rights to underground utilities, Commissioner Gerth moved that Resolution No. 6517C be adopted approving a variance with the requirement that the property owner grants a public utility easement for public purposes. Commissioner Joseph Calderón seconded the motion and the vote was recorded as follows: Newman no, Cynthia Calderon yes, Taylor abstain, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Murphy stated he attend the Harvard Kennedy School Program entitled "Leadership for the 21st Century" and there were 72 executive personnel from 25 countries in attendance. He stated two of the executives showed financial interest in the oil and gas industry in Hobbs. Mr. Murphy stated his personal take-a-way from the leadership class is to ask the right questions to find the root of the problem. He stated he has materials to share with staff.

Commissioners Gerth and Cynthia Calderon thanked everyone for their attendance at tonight's meeting.

Commissioner Taylor thanked City staff for the CDBG Project on Main Street.

Mayor Cobb stated there will not be a quorum at the next Commission meeting due to the majority of the Commissioners attending the 28th Annual Municipal Day; therefore, a meeting date will be determined at a later time.

Adjournment

There being no further discussion or business, Commissioner Joseph Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion. The vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 8:30 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the Greek letter (Pi) is the symbol used in mathematics to represent a constant- the ratio of the circumference of a circle to its diameter – which is approximately 3.14; and

WHEREAS, Pi has been studied throughout history and is central in mathematics as well as science and engineering; and

WHEREAS, mathematics and science are a critical part of our children's education, and children who perform better in math and science have higher graduation and college attendance rates; and

WHEREAS, aptitude in mathematics, science, and engineering is essential for a knowledge-based society; and

WHEREAS, mathematics and science can be a fun and interesting part of a child's education, and learning about Pi can be an engaging way to teach children about geometry and attract them to study science and mathematics; and

WHEREAS, Pi can be approximated as 3.14 and thus March 14, 2017, is an appropriate day for 'National Pi Day'.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim March 14, 2017 as

PI DAY

in the City of Hobbs and urge all citizens to recognize the importance of math and science education programs.

IN WITNESS, WHEREOF, I have hereunto set my hand this 6th day of March 2017, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB Mayor

ATTEST:



JAN FLETCHER, City Clerk





CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: MOA with The Lea County Sheriff's Office and the City of Hobbs
DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: February 21, 2017
SUBMITTED BY: Chris McCall, Chief of Police

Summary: *This Memorandum of Agreement between the Lea County Sheriff's Office and the City of Hobbs, is an agreement to be put into place to enable Hobbs Police Officers to receive their County Commission Cards as Special Deputies through the Lea County Sheriff.*

Fiscal Impact:

Reviewed By: *[Signature]*

Finance Department

No Fiscal Impact

Attachments:

1. Memorandum of Agreement

Legal Review:

Approved As To Form: *[Signature]*

City Attorney

Recommendation:

The City Commission approve the Memorandum of Agreement between the Lea County Sheriff's Department and the City of Hobbs, on behalf of the Hobbs Police Department.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

**MEMORANDUM OF AGREEMENT BETWEEN THE LEA COUNTY SHERIFF'S
OFFICE AND CITY OF HOBBS, NEW MEXICO**

THIS AGREEMENT made this _____ day of _____, 2017
between the Lea County Sheriff's Office (hereinafter "LCSO") and the City of Hobbs,
New Mexico, a municipal corporation (hereinafter "City").

WHEREAS, the parties to this agreement are or have public law enforcement
agencies; and

WHEREAS, the purpose of this agreement is to allow the certified municipal law
enforcement personnel to effectively and efficiently provide proper law enforcement
investigations, assistance, or services to Lea County residents; and

WHEREAS, it is necessary that the parties provide a method by which the
purpose of this agreement can be accomplished and the manner in which any power
will be exercised under this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY COMMISSIONED LAW ENFORCEMENT OATH

Each law enforcement officer of the City will be eligible for a County Commission
through the Lea County Sheriff's Office. The Chief of Police and officer will be
required to complete a registration form and the Oath of Office.

These forms will be signed and notarized and sent to the Sheriff's Office for
approval. The completed registration form and Oath of Office will be filed with
the Lea County Clerk's Office.

2. LAW ENFORCEMENT SERVICES

The Lea County Sheriff and his Office welcome all assistance in the investigation
and enforcement of the criminal and civil processes for our communities. The
personnel leaving their municipal jurisdictions and entering the County's
jurisdictions will follow their municipality's policies, practices, and procedures, as
well as applicable laws of Lea County, the State of New Mexico, and the United
States.

The Sheriff's Office is willing to assist with personnel entering the County's jurisdiction, where and when feasible and time permitting. With consolidated dispatch and a shared radio system, our departments have the ability to communicate any requests for assistance. It is recommended the officer or entity contact, when feasible, the Sheriff's Office or its personnel for assistance when entering the County areas.

All City officers shall remain at all times employees of the City. No City officer shall at any time be considered eligible for County wages, benefits, or insurance.

3. HOLD HARMLESS

By entering into this contract the City accepts sole and complete responsibility and liability for any and all damages to persons and property caused or arising out of any act or omission on the part of their employees in connection with this agreement.

4. SEVERABILITY

If any portion of this agreement is for any reason held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions.

5. EFFECTIVE DATE

This Agreement shall be effective upon execution and approval of the Lea County Sheriff.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: _____
Samuel D. Cobb, Mayor

By: _____
Byron Wester, Lea County Sheriff

ATTEST:

By: _____
Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Michael H. Stone
City of Hobbs Attorney

John W. Caldwell
Lea County Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: Resolution Authorizing the Mayor to Execute a Lease Amendment with Congressman Pearce.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: February 28, 2017
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

Pursuant to federal government regulations the attached documents constitute an office space lease amendment with Representative Pearce for the second floor of the City Hall Annex. The term of this lease is extended to January 2, 2019.

Fiscal Impact:

No fiscal Impact

Reviewed By:
Finance Department

Attachments:

Resolution
U.S. House of Representatives District Office Lease Amendment

Legal Review:

Approved As To Form:
City Attorney

Recommendation:

Motion to approve Resolution and authorize execution of lease amendment.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6518

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A LEASE AGREEMENT AMENDMENT WITH
CONGRESSMAN STEVAN PEARCE FOR OFFICE SPACE

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS that the Mayor be and hereby is authorized to execute on behalf of the City of Hobbs a Lease Agreement Amendment with Congressman Stevan Pearce for 975 square feet of office space and access to common conference room located on the second floor of the annex of City Hall located at 200 E. Broadway. A copy of the Lease Agreement Amendment is attached hereto and made a part of thereof.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 115th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2015 to January 2, 2017 for the lease of office space located at 200 E. Broadway, Suite 200 in the city, state and ZIP of Hobbs,, NM 88240.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2019. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2019, which is the end of the constitutional term of the 115th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be -0-. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for 115th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress and the District Office Lease Attachment for the 115th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

_____	_____
<i>Print Name of Lessor/Landlord/Company</i>	<i>Print Name of Lessee</i>
By: _____	_____
<i>Lessor Signature</i>	<i>Lessee Signature</i>
Name:	
Title:	
_____	_____
<i>Date</i>	<i>Date</i>

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- The leased space will serve as my flagship (primary) District Office.
- The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- * **Interior Wiring CAT 5e or Better within Leased Space.**
- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking. Assigned Parking Spaces
 Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: _____
- Janitorial Services. Frequency: _____
- Trash Removal. Frequency: _____
- Carpet Cleaning. Frequency: _____
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: _____
 Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form

Save Form

Clear Page

District Office Lease Attachment
(Page 2 of 5 – 115th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

- terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.
9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
 10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
 11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
 12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
 13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
 14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: APPLICATION FOR LOCAL GOVERNMENT ROAD FUND (COOP) GRANT TO NMDOT FOR TRAFFIC SIGNAL IMPROVEMENTS

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 2-28-17
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The NMDOT District Two Engineering Support Division is soliciting applications for the Local Government Road Fund Program for fiscal year 2017/2018. The purpose of the Local Government Road Fund Program is to assist local public agencies in "project development, construction, reconstruction, improvement, maintenance or repair of public highways, streets and public school parking lots, or for the acquisition of rights-of-way therefor or for material for the construction or improvement thereof". Requests are due no later than March 15th.

Staff recommends improvements to existing traffic signals located at 1) Dal Paso/Sanger, 2) Dal Paso/Clinton, 3) Bender/Grimes, 4) Dal Paso/Main and 5) Bender/Michigan. The improvements at the signalized intersections include the installation of next video systems and replacing controller cabinets.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Estimated Cost: \$ 78,000.00
Local Match: \$ 19,500.00 (25%)
State Match: \$ 58,500.00 (75%)
* Project will be budgeted upon grant being awarded

Attachments:
Resolution

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to submit an application for the 2017/2018 COOP funding to the NMDOT

Approved For Submittal By:

[Signatures of Department Director and City Manager]

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6519

A CONCEPT RESOLUTION OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS IN HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs desires to improve the roadway corridor of various signalized intersections in the City of Hobbs; and

WHEREAS, the estimated construction cost of the proposed project is \$78,000.00. The City of Hobbs proposes to provide \$19,500.00 and request the state to provide \$58,500.00; and

WHEREAS, the City of Hobbs verifies that funds, equipment, labor, and materials representing the total cost of the proposed project will be available if the funding is awarded; and

WHEREAS, the City of Hobbs has agreed to fund all on-going maintenance costs for this roadway project after construction; and

WHEREAS, the City of Hobbs supports this project and desires to receive funding; and

WHEREAS, the City of Hobbs understands two resolutions must be submitted, one at the time of application and another at the time the project is formally under contract with the New Mexico Department of Transportation; and

WHEREAS, this resolution is at the time of an application for the Local Government Road Fund Program funding;

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 submit an application for the COOP Program funding to the New Mexico Department of Transportation for Traffic Signal Improvements at various intersections in the City of Hobbs in the City of Hobbs, New Mexico and hereby

commits to the concept of such project as specified in the roadway project application.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: Application for Funding; 2018 Clean Water State Revolving Fund
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: February 28, 2017
SUBMITTED BY: Tim Woomeer, Utilities Director

Summary: Under the State of NM Wastewater Facility Construction Loan Act, the NM Environment Department provides low-cost financing for wastewater projects. Termed the Clean Water State Revolving Fund (CWSRF), applicants for funding assistance must submit an application to establish eligibility requirements, including a determination of the projects priority ranking.

Design and construction of new aerobic digestion basins (Project) at the Wastewater Reclamation Facility meets CWSRF criteria, and staff is proposing to submit an application to determine projects eligibility and ranking for the 2018 CWSRF cycle. A Professional Engineering Report (PER) has been completed with Engineers' opinion of cost for engineering and construction of the new basins at \$6,221,000. Funding secured to date for this project are two legislative appropriations totaling \$200,000.

Representatives of the CWSRF program have toured the treatment facility and provided staff with information regarding the application cycle, project prioritization, including potential grant funding under the Green Project Fund. The City of Hobbs submission of an application for FY 2018 CWSRF funding for engineering and construction of new digestion basins is solely to determine the Project's eligibility under the CWSRF program.

Fiscal Impact:

Reviewed By: [Signature]

Finance Department

There is no fiscal impact in submitting an application for Project eligibility and priority ranking under the State of NM Clean Water State Revolving Fund.

Attachments:

2017 Integrated Projects Priority Ranking System-Clean Water State Revolving Fund

Legal Review:

Approved As To Form: [Signature]

City Attorney

Recommendation:

Staff recommends that an application for 2018 Clean Water State Revolving Funding be submitted for engineering and construction of new aerobic digestion basins to determine Projects eligibility to fund.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6520

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE
AN APPLICATION FOR THE
2018 CLEAN WATER STATE REVOLVING FUND

WHEREAS, under the State of New Mexico Wastewater Facility Construction Loan Act, the New Mexico Environment Department provides low-cost financing for wastewater projects; and

WHEREAS, applicants for funding must submit an application to establish eligibility requirements, including a determination of the projects priority ranking; and

WHEREAS, design and construction of new aerobic digestion basins (Project) at the Wastewater Reclamation Facility meets Clean Water State Revolving Fund (CWSRF) criteria and staff is proposing to submit an application to determine our eligibility and ranking for the 2018 Clean Water State Revolving Fund; and

WHEREAS, representatives of the CWSRF program have toured the treatment facility and provided staff with information regarding the application cycle; and

WHEREAS, submission of an application for FY 2018 CWSRF funding is solely to determine the Projects eligibility under the CWSRF program,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby authorizes the submission of an Application for Funding for the 2018 Clean Water State Revolving Fund.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

TABLE 1

**NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER STATE REVOLVING FUND (CWSRF)
(ALSO KNOWN AS WASTEWATER FACILITY CONSTRUCTION LOAN FUND)
INTEGRATED PROJECTS PRIORITY LIST (IPPL)
STATE FISCAL YEAR 2017**

Note: Placement on this IPPL does not constitute either a guarantee of a loan offer or a decision that all of the estimated project costs will be deemed eligible for funding under the Federal Clean Water Act (FCWA) or New Mexico Wastewater Facility Construction Loan Act (NMWWFCLA).

Eligible Cost by Needs Category

- I Secondary Wastewater Treatment
- II Advanced Wastewater Treatment
- III-A Infiltration/Inflow (I/I) Correction
- III-B Sewer Replacement/Rehabilitation
- IV-A New Collector Sewers and Appurtenances
- IV-B New Interceptor Sewers and Appurtenances
- V CSO Correction
- VI Storm Water Management Program
- VII-A NPS Control: Agriculture (Cropland)
- VII-B NPS Control: Agriculture (Animals)
- VII-C NPS Control: Silviculture
- VII-D NPS Control: Urban, excluding decentralized systems
- VII-E NPS Control: Ground Water Protection (Unknown Source)
- VII-F NPS Control: Marinas
- VII-G NPS Control: Resource Extraction
- VII-H NPS Control: Brownfields
- VII-I NPS Control: Storage Tanks
- VII-J NPS Control: Sanitary Landfills
- VII-K NPS Control: Hydromodification
- VII-L NPS Control: Individual/Decentralized Systems
- X Recycled Water Distribution

**NEW MEXICO ENVIRONMENT DEPARTMENT
CLEAN WATER STATE REVOLVING FUND (CWSRF)
(ALSO KNOWN AS WASTEWATER FACILITY CONSTRUCTION LOAN FUND)
INTEGRATED PROJECTS PRIORITY LIST (IPPL)
STATE FISCAL YEAR 2017**

Points	COMMUNITY	NPOES #	DP #	PROJECT DESCRIPTION	TOTAL AMOUNT REQUESTED	TOTAL PROJECT AMOUNT	NEED CATEGORY	POTENTIAL GREEN CATEGORY	Green c/w	ELIGIBLE FOR SUBSIDY?	IPPL YEAR APPLIED
335	Cuba, Village of	NA0024842	NA	The Wastewater Treatment Plant Phase 1 Project was completed in 2012. The WWTP Phase 2 Project to address the effluent requirements of its new NPOES Permit requires full project design and construction.	\$2,418,687	\$2,418,687	R, V, VEA, V/E	na	\$0	Yes	2016
318	San Juan County (Flora Vista)	NA	NA	The proposed solution is to install a new wastewater collection system to collect and convey wastewater and abandon the septic tanks. Flora Vista will negotiate with the City of Farmington who will ultimately treat and dispose the wastewater. The collection system will be a combination conventional gravity sewer and low pressure sewer system. An interceptor will convey wastewater to the City of Farmington's sewer system.	\$5,120,000	\$3,120,000	IA, IB, IA, F/B, V/E	na	\$0	Yes	2016
265	ABOQUA	NA0022292	DP-1324	The project consists of planning, designing, and constructing Phase 1 of the collection system and discharging to the existing force main along NM 333 through the center of Camuel. The construction of a comprehensive sewer collection system in Camuel will improve the health and safety of residents.	\$1,955,000	\$1,955,000	IA	na	\$0	No	2016
260	Red River, Town of	NA0024899	DP-265	Upgrade the sludge handling system with sludge holding tanks, belt filter press, biosolids composting system and possibly the reconstruction of the sludge drying beds for cost-share use.	\$5,000,000	\$5,000,000	V/E	na	\$0	Yes	2016
260	Parabi, Town of	NA	NA	Construction of phase 1 of this project is underway with connections of approximately 200 to 250 total connections. Parabi is seeking funding to expand phase 1 by designing and construction additional streets and neighborhoods to phase 1 of the system (approximate cost \$300,000). Also, Parabi is seeking funding to implement the design and construction of phase 2 of the wastewater collection system (approximate cost \$2.5M). This will include installation of sewer transmission lines in the streets leading to the wastewater treatment plant, and installation of grinder pump units in each property. The final step is to clean out the old septic systems. This will significantly reduce the infiltration of groundwater contamination from infeasible septic systems and open above ground cesspools.	\$3,000,000	\$3,300,000	NA, V/E	Green Infrastructure	TEO	Yes	2016
283	Bosque Farms, Village of	NA0022772	DP-1214	The Village is proposing to design, build and equip a second clarifier so that we have the capacity to treat all of Parabi's wastewater and to design, build and equip a sludge processing system.	\$1,800,000	\$1,800,000	V/E	na	\$0	Yes	2016
243	Grants, City of	NA	DP-455	The overall project will install 40 mil reinforced polyethylene liner on the bottom of each pond.	\$1,059,000	\$1,059,000	VEA, V/E	na	\$0	Yes	2016
243	Seely, City of	NA0020151	NA	The existing pipe needs to be removed and replaced. The project also includes reconnecting all the existing sewer and the removal and replacement of all the asphalt pavement.	\$392,154	\$392,154	IB	na	\$0	Yes	2016
235	Los Lunas, Village of	NA0020392	DP-1253	Replace the existing effluent pipeline with a new 24-inch diameter pipe to ensure sufficient capacity for the next 25+ years.	\$582,600	\$582,600	FB	na	\$0	Yes	2016
225	East Foothills Domestic WUA	NA	NA	The solution is to construct sewerage lines and connect homes that are on septic systems and cesspools to the sewerage line to deliver the wastewater to the Village of Peñasco Wastewater Treatment Plant.	\$2,833,332	\$2,833,332	VA, V/E	na	\$0	Yes	2016
219	Anthony N. Bldg	NA0020420	DP-493	Replace existing blowers and UV disinfection equipment with new equipment sized for increased wastewater flows to provide adequate treatment. The new blowers would be equipped with VFDs and O2 control to allow power conservation. The new UV equipment had has flow-sensing capabilities to increase energy efficiency.	\$1,333,000	\$1,333,000	I	Energy Efficiency	\$961,000	Yes	2016
190	Santa Fe, City of	NA0022292	DP-329	Rehabilitate existing sanitary sewer lines identified in a wastewater division master plan with trenchless technologies such as pipe burst or cured in place pipe techniques.	\$3,000,000	\$3,000,000	IA, IB, V/E	na	\$0	No	2016
190	SSCAFCO	NA0024850	NA	The solution is a simple one, to purchase the Playas and restrict access. Development within the Galisteo Watershed is not widespread, leaving a large percentage of property undeveloped. However, the entire watershed has been subdivided and is currently owned by a variety of individuals, corporations, and other entities, which means that development of any given parcel of land within the watershed could occur at any time. As part of the Watershed Management Plan, we have identified several large naturally occurring playa systems within the watershed that are currently completely undeveloped. Playas act as natural recharge points for the groundwater and capture and retain any surface contaminants within their localized watershed. SSCAFCA is proposing to purchase not only the Playas, but the entire contributing watershed for each playa to ensure that these natural groundwater recharge points are protected as natural open spaces in perpetuity. By protecting these playas, SSCAFCA will accomplish several goals: 1) Reduce the amount of storm water generated for downstream management, reducing the cost of URM facilities. 2) Reduce the level of contaminants potentially transported in storm water runoff within the Galisteo Watershed. 3) Preserve recharge points for the groundwater table, which is a critical source of water in the arid southwest and in the Middle Rio Grande in particular. 4) Provide over 117 acres of natural habitat with an entrance source of water due to the nature of the playa. In a typical 100 year storm event, this project will conserve approximately 90 acre feet of water, or 3,290,400 gallons.	\$800,000	\$1,100,000	V, V/E	Environmentally Sensitive	\$600,000	Yes	2016
178	Ejeras, Village of	NA	NA	The Village's goal is to install a community-wide collection system that serves all residents and provides services to existing county residents. Phase II will provide service to approximately 35 residents in 11 neighborhoods. All city Phase I private septic tanks will be decommissioned and wastewater flows will go to an ABOQUA facility.	\$500,000	\$350,000	NA, V/E	na	\$0	Yes	2016
158	Santa Rosa, City of	NA0024563	DP-665	Improvements to the Golf Course LRT Station include: two new submersible pumps (and a PFD as spare), new lift station equipment, new safety grates for wet well, cover well coating, and electrical controls with VFD's. Route 66 Sewer Line will either be replaced, lined, or pipe burst. Improvements will also be made to manholes and sewer services will be reconnected.	\$760,000	\$760,000	Planning, IB, V/E	Energy Efficiency	\$90,000	Yes	2016

**NEW MEXICO ENVIRONMENT DEPARTMENT
 CLEAN WATER STATE REVOLVING FUND (CWSRF)
 (ALSO KNOWN AS WASTEWATER FACILITY CONSTRUCTION LOAN FUND)
 INTEGRATED PROJECTS PRIORITY LIST (IPPL)
 STATE FISCAL YEAR 2017**

Points	COMMUNITY	NPDES #	DP #	PROJECT DESCRIPTION	TOTAL AMOUNT REQUESTED	TOTAL PROJECT AMOUNT	NEEDS CATEGORY	POTENTIAL GREEN CATEGORY	Green cat	ELIGIBLE FOR SUBSIDY?	FY YEAR APPLIED
182	Espe Nest, Village of	N/A	DP-1210	A Targeted Brownfields Assessment was completed in December, 2009 which confirmed the sludge, liner, and shed will be removed and disposed from the site. The assessment identifies the sludge as containing lead so they will be disposed as Resource Conservation and Recovery Act (RCRA) hazardous waste. Results of the sludge testing are inconclusive and additional TCLP and other testing will be required prior to determining the disposition for the sludge disposal requirements. The removal of electric service lines and poles will be coordinated with KI Canyon Electric Cooperative.	\$925,000	\$925,000	VIB, VTE, VSH	na	\$0	Yes	2015
135	Stewart W&SD	N/A	DP-120	Construct new storage lagoon, install new treatment plant and upgrade irrigation. This includes installing a new treatment plant, abandoning and removing the existing treatment plant, and providing new piping between the settling pond and the fields for food irrigation.	\$1,473,545	\$1,523,545	F.B, VTE	na	\$0	Yes	2016
119	Red River, Town of	18A0024229	DP-268	Replace and install the Rotating Ecological Contactors with new equipment. A total of 3 basins with 4 RBC media sections in each basin, 2 low density and 2 high density media. Replace and install the components for the rotating air clarifiers. Replace the existing trash rack with a mechanical bar screen in the same location and upgrade the pilot rig system.	\$4,750,000	\$4,750,000	I, F, VTE	na	\$0	Yes	2016
					\$40,830,317.02	\$44,340,317.02	Potential GPR Project Totals		\$1,851,000.00	Potential Subsidy Project Totals : \$35,875,318	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: A RESOLUTION IN OPPOSITION TO NEW MEXICO HOUSE BILL 174

DEPT. OF ORIGIN: Legal
DATE SUBMITTED: March 1, 2017
SUBMITTED BY: Michael H. Stone, City Attorney

Summary: House Bill 174 proposes to change the administration of local elections by combining the election process for our elections with the schools, hospital districts, community college districts, zoning districts, soil and water conservation districts and water and sanitation districts. The proposed process will result in long and confusing ballots. The proposal will require the City to contribute a portion of our annual operating budget to the County for election administration with no clear cost calculation.

The proposed purpose for the Bill is to increase voter turnout. However, the convoluted proposed procedure may very well discourage voter turnout. Most important, the Bill materially conflicts with portions of Hobbs' Charter our voters have approved and negates certain provisions previously approved under Hobbs' Home-Ruling authority.

While the City of Hobbs certainly supports any effort to increase voter turnout, we do not believe House Bill 174 will accomplish its purported objectives. This Resolution is our governing body's formal opposition to House Bill 174 and authorizes the Mayor and staff to communicate our opposition.

Fiscal Impact:

Reviewed By: *[Signature]*
Finance Department

This Resolution has little to no fiscal impact to the City of Hobbs

Attachments:
Proposed Resolution

Legal Review:

Approved As To Form: *[Signature]*
City Attorney

Recommendation:

Approve the Resolution

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6521

A RESOLUTION IN OPPOSITION TO
NEW MEXICO HOUSE BILL 174

WHEREAS, Representative James E. Smith and Senator Daniel A. Ivey-Soto have introduced House Bill 174 during the First Session of the 53rd Legislature of the State of New Mexico, adopting the "Local Election Act" (the "Act"); and

WHEREAS, the Act imposes certain changes to the administration of local elections including combining elections for municipalities, school districts, special hospital districts, community college districts, technical and vocational institute districts, learning center districts, arroyo flood control districts, special zoning districts, soil and water conservation districts, and water and sanitation districts, which will result in long and confusing ballots; and

WHEREAS, the Act would require the City of Hobbs to pay a portion of its annual operating budget to Lea County for election administration on the City's behalf with no clear or precise cost calculation; and

WHEREAS, the Act transfers the administration of Hobbs' non-partisan local elections from a non-partisan, appointed administration, to an office led by a partisan elected official, the Lea County Clerk; and

WHEREAS, the Act requires the consolidation of ballot items (candidates, questions, and other measures) for multiple entities while purporting that such consolidation would increase voter turnout without any evidence, data, or research to support this conjecture; and

WHEREAS, consolidation of ballot items for multiple entities may in fact congest and convolute the voting process thereby discouraging citizens from voting while at once forcing local entities to compete for ballot space and pay additional costs associated with adding more pages to the ballot; and

WHEREAS, the Act requires mailing ballots to every registered voter for special elections, which increases Hobbs' cost and also eliminates polling location thereby restricting Hobbs' citizens to only one voting option for special elections; and

WHEREAS, the Act changes election day for local governments from March of even numbered years to November of odd numbered years, which would impact the term durations of current and future Hobbs Governing Body members; and

WHEREAS, the Act materially conflicts with portions of Hobbs' Charter and negates certain provisions previously approved under Hobbs' Home-Ruling authority including photo identification requirements for voters at its elections; and

WHEREAS, Art. X section 6(E) of the New Mexico Constitution provides that the purpose of Home Rule "is to provide for maximum local self-government", and;

WHEREAS, Article IV, Section 24 of the New Mexico Constitution expressly prohibits the legislature from passing special laws "changing or amending the charter of any city, town or village,"

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS: While the Governing Body supports any effort to increase voter turnout, the Governing Body does not believe that House Bill 174 will accomplish its purported objectives and instead will significantly harm and infringe upon the administration of local elections. The Governing Body therefore formally opposes the adoption of House Bill 174 and authorizes the Mayor and appropriate staff members to testify in opposition to this legislation or similar legislation.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2017

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 3-6-17

SUBJECT: Resolution Authorizing the Mayor to Make an Appointment to the Community Affairs Board.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 3-1-17
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to appoint Helen Houston to the Community Affairs Board to fill the position vacated by Jim Marshall.

Fiscal Impact:

There is no fiscal impact on the current year budget.

Reviewed By: *Deborah Corral*
Department

Attachments:

Legal Review:

Approved As To Form: *M. H. Stone*
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director
J. J. M...
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6522

A RESOLUTION AUTHORIZING THE MAYOR TO MAKE AN
APPOINTMENT TO THE COMMUNITY AFFAIRS BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is authorized and directed to appoint Helen Houston to the Community Affairs Board to fill the position vacated by Jim Marshall, term will expire March 31, 2018.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB
Mayor

ATTEST:

JAN FLETCHER
City Clerk



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6466 AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO PROVIDE FUNDING FOR PUBLIC TRANSPORTATION FOR FY 17-18 UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 23, 2017
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The City of Hobbs timely submitted its grant application to the NMDOT for FY 17-18 grant funding under Section 5311 of the Federal Transit Act (FTA) for operation of the public transportation program. A new provision this year required that the resolution of support include a dollar amount committing the local matching funds for the grant. Resolution No. 6466 adopted by the Hobbs City Commission on August 15, 2016, did not contain this required language. An amended resolution has been prepared accordingly.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

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

Attachments:

1. Amended Resolution
2. Resolution No. 6466 *adopted August 15, 2016*
3. Summary Page of the Grant Application

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 6523

A RESOLUTION AMENDING RESOLUTION NO. 6466
AUTHORIZING THE CITY OF HOBBS
TO SUBMIT A GRANT APPLICATION TO THE NMDOT
FOR PUBLIC TRANSPORTATION FOR FY 17-18
UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

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

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

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

WHEREAS, the City of Hobbs continues to support the transit program and commits to provide local matching funds in the proposed amount of \$430,439.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 17-18 to the State of New Mexico, Department of Transportation, for operation of the Hobbs Express public transportation program.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS

RESOLUTION NO. 6466

A RESOLUTION AUTHORIZING THE CITY OF HOBBS
TO SUBMIT A GRANT APPLICATION TO THE NMDOT
FOR PUBLIC TRANSPORTATION FOR FY 17-18
UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

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

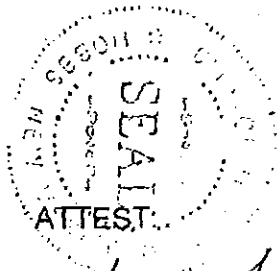
WHEREAS, the State of New Mexico, under Section 5311 of the Federal Transit Act, is requesting applications for grant funding to assist local communities with public transportation needs; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 16-17 to the State of New Mexico, Department of Transportation, for the following project:

PUBLIC TRANSPORTATION SERVICE KNOWN AS THE "HOBBS EXPRESS" OPERATING SIX DAYS PER WEEK WITH ADA ACCESSIBLE VEHICLES.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2016.




JAN FLETCHER, City Clerk


SAM D. COBB, Mayor

FY 18 APPLICATION

Section 5311 Rural Public Transit

October 1, 2017 - September 30, 2018

I. Applicant Information

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

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

II. Summary of Budget Request

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

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

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

Jan Fletcher

From: Park, Jason, NMDOT <Jason.Park@state.nm.us>
Sent: Wednesday, February 22, 2017 4:09 PM
To: Jacque Pennington
Cc: Jan Fletcher
Subject: FY18 5311 Application
Attachments: NMDOT_Transit_Rail@state.nm.us_20170222_173701.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Jacque,

I am working to finalize the FY18 5311 applications and need some additional documentation. We require for FY18 that the resolutions of support include a dollar amount so we know there are matching funds for the local portion. Also please send in the minutes of the public hearing.

Please contact me with any questions you have,
Jason.

JASON PARK

Urban and Regional Planner

Transit and Rail Division

New Mexico Department of Transportation

P.O. Box 1149

Santa Fe, NM 87504-1149

PHONE (505)490-5347

FAX (505)827-5642



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: APPLICATION FOR MUNICIPAL ARTERIAL PROGRAM (MAP) TO NMDOT FOR NORTH GRIMES STREET IMPROVEMENTS IN HOBBS, NEW MEXICO

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 2-28-17
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The Programs and Infrastructure Finance Division is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2017. The application must be received by March 15th. The purpose of the MAP program is to assist municipalities in project development; construction, reconstruction, improvement, maintenance, repair and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but determined to qualify under designated criteria. In general, the criterion for eligibility is the degree to which the route would assist in the distribution of state highway system traffic.

Staff recommends roadway improvements to N. Grimes St. Improvements would include the reconstruction of the roadway, widening the pavement to accommodate 2' wide shoulders and re-stripping to add a center turn lane.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Grant Request: \$1M
Local Match: \$250,000
State Match: \$750,000
Additional share: \$75,000 (Design / Admin / Testing)
* Project will be budgeted upon grant being awarded

Attachments:

Resolution

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to submit an application for the 2017/2018 MAP to the NMDOT

Approved For Submittal By:

[Signature] Department Director

[Signature] City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 6524

A CONCEPT RESOLUTION OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR NORTH GRIMES STREET IMPROVEMENTS IN HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs desires to improve North Grimes Street in the City of Hobbs; and

WHEREAS, the estimated construction cost of the proposed project is \$1,000,000. The City of Hobbs proposes to provide \$250,000 and request the state to provide \$750,000; and

WHEREAS, the City of Hobbs verifies that funds, equipment, labor, and materials representing the total cost of the proposed project will be available if the funding is awarded; and

WHEREAS, the City of Hobbs has agreed to fund all on-going maintenance costs for this roadway project after construction; and

WHEREAS, the City of Hobbs supports this project and desires to receive funding; and

WHEREAS, the City of Hobbs understands two resolutions must be submitted, one at the time of application and another at the time the project is formally under contract with the New Mexico Department of Transportation; and

WHEREAS, this resolution is at the time of an application for the Transportation Roadway funding;

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 submit an application for the Municipal Arterial Program (MAP) funding to the New Mexico Department of Transportation for N. Grimes St. in the

City of Hobbs, New Mexico and hereby commits to the concept of such project as specified in the project application.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: An Ordinance Amending 2.56.580 of the Hobbs Municipal Code

DEPT. OF ORIGIN: Human Resources
DATE SUBMITTED: February 24, 2017
SUBMITTED BY: Nicholas Goulet, Human Resources Director

Summary: The City of Hobbs traditionally hires a significant number of seasonal employees for our Parks and Recreation Summer Programs. These employees are generally High School age young people who provide services as lifeguards and recreational assistants for our numerous summer recreation programs. This summer the City will employ approximately 155 seasonal employees and that number will increase once the CORE opens. Our pool of applicants is hampered each year because of our nepotism policy (2.56.580 HMC). The Ordinance prohibits relatives of City Commissioners, the Mayor and City Manager from employment with the City. The term "Relative" includes spouses, parents, children, siblings, grandparents, grandchildren, great-grandchildren, great-grandparents, great-grandchildren, aunts, uncles, nieces and nephews. The term "Relative" includes the listed kin by blood or marriage. In other words a Commissioners step-brother's son's, daughter (commissioner's step great niece) cannot be hired as a summer lifeguard under our current Ordinance. This proposed amendment would exempt the prohibition of 2.56.580 (A.) (1.) as to seasonal or temporary employees, but continues to prohibit hiring of children, grandchildren and siblings of commissioner, the mayor and the city manager.

Further, the current ordinance prohibits a person from being hired by the City if the position is under the direct supervision of the departmental chain of command of a relative within the third degree of kindred. (Same level of kindred as the prohibition against hiring relatives of Commissioners, Mayor or City Manager). In other words, the step-great niece of an employee at Parks and Rec cannot be hired at the City as summer recreation assistant. Again, the pool of potential applicants for our seasonal workers is hampered by the current Ordinance. This proposed amendment would limit the prohibition of 2.56.580 (A.) (2.), as to seasonal or temporary employees, as long as the employee is not supervised by their immediate supervisor or supervisor's supervisor.

Fiscal Impact:
No fiscal Impact

Reviewed By: 
Finance Department

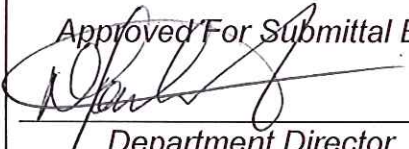
Attachments:
Ordinance

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:
Motion to publish ordinance.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE REVISING CHAPTER 2.56.580 OF THE HOBBS MUNICIPAL CODE
NEPOTISM

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that Chapter 2.56 of the Hobbs Municipal Code is hereby revised to read as follows.

2.56.580 Nepotism.

A. It is vital to the public image of the City to avoid the practice or appearance of nepotism in employment. In carrying out this policy, the following rules shall apply without exception **unless as provided in subsection (A)(5) herein.**

1) No relative shall be hired in any capacity if related to the City Commissioners, the mayor, or the City Manager by blood or marriage to the third degree of kindred **except as provided in subsection (A)(5) herein.** The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, great-grandparents, great-grandchildren, aunts, uncles, nieces and nephews.

2) No person shall be hired, promoted, or transferred to a position which is under the direct supervision or the departmental chain of command of a relative, in this case meaning a blood or marriage relation to the third degree of kindred, as defined in subsection (A)(1) of this section **except as provided in subsection (A)(5) herein .**

3) If two (2) employees are in positions of direct or indirect supervision through any departmental chain of command and these two (2) employees establish a relationship by

marriage, other operation of law, or through lifestyle accommodations being the substantial equivalent of a family relationship, the City Manager may transfer one (1) of the employees to a position removed from the supervisory control of the other if it is determined that such transfer will serve the best interests of the City.

4) Except as provided in subsections (A)(1) and (A)(2) of this section, no applicant or employee who is a relative of another City employee shall be prohibited from seeking and holding a City position or from promotion within the municipal service, provided such recruitment or promotion is conducted in accordance with this chapter and any applicable administrative regulations.

5) Certain relatives may be appointed to "seasonal" or "temporary" employment if related to a City Commissioner, the Mayor, or the City Manager by blood or marriage, as long as the relatives are not siblings, children, or grandchildren. A seasonal or temporary person may be hired to any position only when their immediate supervisor or supervisors supervisor is not a relative, in this case meaning a blood or marriage relationship to the third degree of kindred as defined in subsection (A)(1) of this section.

B. Supervisors will not knowingly allow these nepotism provisions to be compromised and have an affirmative obligation to report any violations to their department head (Ord. 916 (part), 2003)

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2017.

SAM D COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT CONCERNING THE DEVELOPMENT OF THE PARCEL LOCATED SOUTHEAST OF THE INTERSECTION OF APACHE DRIVE AND NORTH GRIMES STREET.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: March 6, 2017
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with KASS Investment Group concerning the development of that property located southeast of the intersection of Apache Drive and North Grimes Street. A similar development agreement was approved on August 19, 2013 to Jesus M. Castro. The development of said parcel would require the developer to develop to City standards that portion of Apache Drive fronting the north parcels north property line, including all required infrastructure. The attached development agreement allows the Developer to pay for the fair share assessment of the infrastructure improvements to be located within Apache Drive that will be built concurrently with the development extending to the developer's northeast property line. The municipality annexed property located northeast of the intersection of Apache Drive and North Grimes, the development of this parcel would also require infrastructure improvements in Apache Drive. A future Development Agreement with this developer will allow the development of Apache Drive as a single unit, instead of the south half at one date and the north half at another.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Budget Line: 44-4044-44901-00073 (JT UIL Extension)
Unencumbered: \$390,000.00
Estimated Project Cost: \$150,000.00 (Includes design and engineering from Grimes east to Fowler)
Less Developer Fair Share: \$45,000.00
Public Funds Expenditure: \$105,000.00

Attachments: Site Map and Development Agreement.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends that the Commission consider the Resolution approving the Development Agreement.

Approved For Submittal By:

[Signatures of Kevin Robinson, Department Director and J. J. Myer, City Manager]

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6525

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN KASS INVESTMENT, LLC, AND THE CITY OF HOBBS CONCERNING THE FAIR SHARE DEVELOPMENT OF A PORTION OF APACHE DRIVE.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with KASS Investment, LLC concerning the required infrastructure improvements of Apache Drive; and

WHEREAS, the aforementioned Development Agreement allows for the payment of the fair share assessment amount in lieu of the installation of the required municipal infrastructure improvements, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT
South East Corner of Apache and Grimes

THIS AGREEMENT, made and entered into this ___ day of _____ 2017, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and KASS Investment Group, LLC, 3228 N. Grimes, Hobbs, New Mexico 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has decided to locate a new commercial enterprise on property located at the Southeast corner of Apache and Grimes, which is within the City limits of the City of Hobbs, and the development requires municipal infrastructure to be extended from Grimes to the eastern property line of the development, said infrastructure to include sewer, roadway improvements, sidewalk, curb and gutter; and

WHEREAS, infrastructure improvements would also be required at the time of development for the property located in the northeast corner of Apache and Grimes and the municipality would be better served by the simultaneous installation of all required infrastructure. Therefore, it has been determined by City and agreed by Developer that in lieu of Developer installing the required infrastructure at the time of development, Developer shall pay a one-time pro rata assessment for future infrastructure improvements.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall pay to the City, at time of permitting for the new development, the fair share pro rata amount of Forty Five Thousand Dollars (\$45,000.00), for the future installation of municipal infrastructure required along the Developers north property line, said infrastructure to include sewer, roadway improvements, curb and gutter.
2. The Developer shall utilize the sewer located within Grimes for the developments sewer service. Water Service shall be supplied from Apache Drive.
3. The City shall design or cause to be designed construction plans for the development of Apache between Grimes and Fowler. Said plans to include all municipal infrastructures; sewer, roadway improvements, sidewalk, curb and gutter.
4. The City shall construct or cause to be constructed, municipal infrastructure improvements for that portion of Apache abutting the Developers north property line simultaneous with Developers development.
5. Responsibilities of the parties hereto are as follows:
 - A. The Developer shall:
 - 1) Pay for all costs for development pursuant to City policies, including the payment of the fair share pro rata infrastructure improvements as per this agreement.
 - 2) Comply with all City policies for building, landscaping, fire code, etc. for the remainder of the construction.
 - B. The City shall:
 - 1) Design or cause to be designed construction plans for the development of Apache.
 - 2) Construct or cause to be constructed, municipal infrastructure improvements for that portion of Apache abutting the Developers north property line simultaneous with Developers development.

6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – KASS Investment Group, LLC, 3228 N. Grimes, Hobbs, New Mexico 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

7. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

8. This Agreement shall be subject to the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

9. Representations of City.

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

10. Representations of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

11. BREACH

A. The following events constitute a breach of this Agreement by Developer:

Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

B. The following events constitute a breach of this Agreement by City:

City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

12. REMEDIES UPON BREACH.

A. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

B. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

13. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of New Mexico.

Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

14. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

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

CITY OF HOBBS

DEVELOPER – KASS Investment Group, LLC

Sam D. Cobb - Mayor



BY: Nadeem Kassis

Its: Managing member

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Michael Stone, City Attorney

460

CITY OF HOBBS SUMMARY SUBDIVISION OF A PARCEL OF LAND LOCATED IN SW/4 SW/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M. CITY OF HOBBS, LEA COUNTY, NEW MEXICO

THE FOREGOING SUBDIVISION OF THAT PARCEL OF LAND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 75A, PAGE 545 OF THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, SITUATED IN THE SW/4 OF THE SW/4 OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, WHICH LIES NORTH 0° 00' 00" E A DISTANCE OF 405.00 FEET AND SOUTH 33° 00' 00" E A DISTANCE OF 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; THEN SOUTH 33° 00' 00" E A DISTANCE OF 250.00 FEET; THEN NORTH 33° 00' 00" E A DISTANCE OF 160.00 FEET; THEN NORTH 33° 00' 00" E A DISTANCE OF 250.00 FEET; THEN SOUTH 33° 00' 00" E A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.52 ACRES MORE OR LESS.

TRACT 2

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, WHICH LIES NORTH 0° 00' 00" E A DISTANCE OF 385.00 FEET AND SOUTH 33° 00' 00" E A DISTANCE OF 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; THEN SOUTH 33° 00' 00" E A DISTANCE OF 250.00 FEET; THEN NORTH 33° 00' 00" E A DISTANCE OF 120.00 FEET; THEN NORTH 33° 00' 00" E A DISTANCE OF 250.00 FEET; THEN SOUTH 33° 00' 00" E A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.69 ACRES MORE OR LESS, THE NORTH 25.00 FEET BEING SUBJECT TO A PRIVATE CROSS ACCESS EASEMENT.

SAID PARCEL BEING SUBDIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER THEREOF SURVEYED AND SUBDIVIDED ACCORDING TO THE TRACTS AS THEY APPEAR ON THE PLAT AFFIXED HEREON, WITH ALL RIGHTS OF WAY AS SHOWN BEING DEEDS TO THE PUBLIC.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER OF SAID TRACT, HAVE HERETO SET HIS HAND THIS 14th DAY OF January 2009.

MARK BLANTON FOR BENDER PLAZA, LIMITED PARTNERSHIP



ACKNOWLEDGMENT STATE OF NEW MEXICO) COUNTY OF LEA

ON THIS 14th DAY OF January, 2009, BEFORE ME PERSONALLY APPEARED MARK BLANTON, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN. MY COMMISSION EXPIRES: 1-31-11

Patricia Floyd NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL

I, JOE DEARING, THE DAILY APPOINTED CITY PLANNER FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WITHIN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL-PLANNING PROCESS REGULATIONS ON THIS 14th DAY OF January, 2009.

JOE DEARING, CITY PLANNER



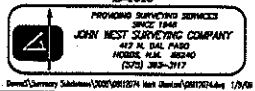
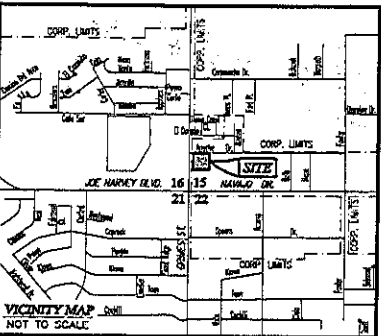
ACKNOWLEDGMENT

STATE OF NEW MEXICO) COUNTY OF LEA

AS THEIR FREE ACT AND DEED ON THIS 14th DAY OF January, 2009, BEFORE ME PERSONALLY APPEARED JOE DEARING AND JAN FLETCHER, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN. MY COMMISSION EXPIRES: 10-31-10

Joe Dearing NOTARY PUBLIC



STATE OF NEW MEXICO COUNTY OF LEA FILED

January 16, 2009 at 9:36 o'clock AM

and recorded in Book _____

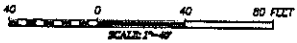
Page _____

Pat Salpe Chappelle, Lea County Clerk

By: [Signature] Deputy

55-1202

NOTE: THE PURPOSE OF THIS PLAT IS TO CREATE TWO TRACTS OF LAND.



LEGEND

- ① - DENOTES FOUND 1/2" STL. ROD WITH PVC CAP MARKED "JNSC PS12841," UNLESS NOTED OTHERWISE
② - DENOTES SET 1/2" STL. ROD WITH PVC CAP MARKED "JNSC PS 12841"
--- - DENOTES EXISTING SONIC LINE W/ MANHOLE
--- - DENOTES EXISTING WATER LINE W/ VALVE
--- - DENOTES EXISTING WATER METER
--- - DENOTES OVERHEAD ELECTRIC CABLE
--- - DENOTES UTILITY POLE
--- - DENOTES BUILDING SETBACK LINE

GRANDS STREET - 107' ALA W. 80' 00" 00" W - 295.00' 1713.00' 1713.00'

WEST 50.00' DEDICATED THIS PLAT 160.00' 160.00'

WEST 50.00' DEDICATED THIS PLAT 120.00' 120.00'

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SURVEYORS CERTIFICATE I, GARY G. EDSON, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

IN WITNESS WHEREOF, I HERETO SET HAND AND AFFIX MY OFFICIAL SEAL THIS 14th DAY OF January, 2009.

GARY G. EDSON, N.M.P.S. No. 12841

LOT 14 LOT 13 LOT 12 AZOTEA SUBDIVISION BLOCK 1

APACHE DRIVE 35' R.O.W. NS 89° 53' 18" W - 300.00'

NORTH 15.00' DEDICATED THIS PLAT 250.00'

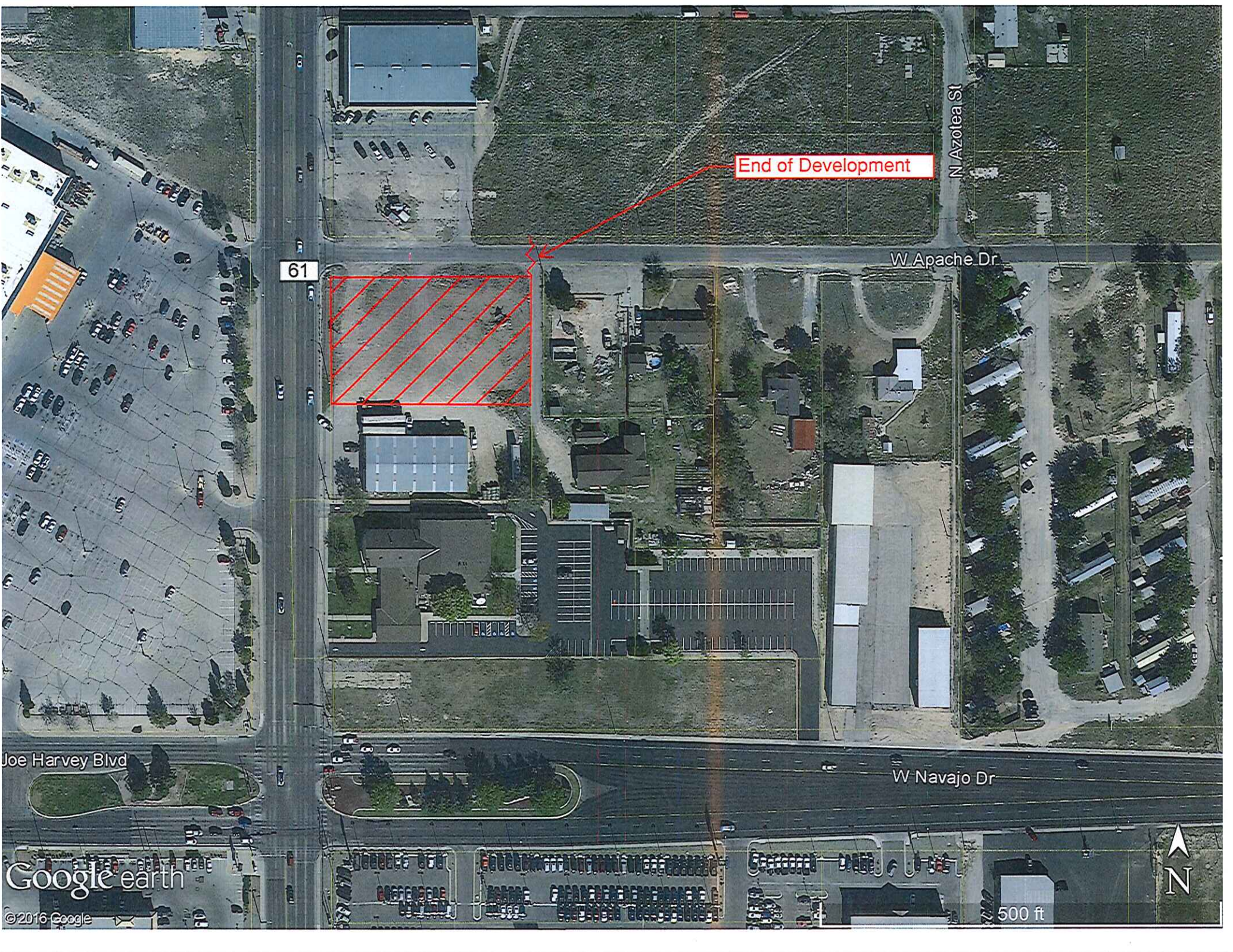
TRACT 1 0.52 ACRES BENDER PLAZA, L.P. (BK. 734, PG. 545)

TRACT 2 0.69 ACRES EXISTING METAL BUILDING

NS 89° 53' 18" W - 300.00'

L.D.S. CHURCH

(Seal)



End of Development

61

W Apache Dr

N Azotea St

Joe Harvey Blvd

W Navajo Dr

Google earth

© 2016 Google

500 ft





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: CDBG GRANT AGREEMENT (Project No. 16-C-NR-I-01-G-03) FOR THE 2016 HOBBS CDBG INFRASTRUCTURE IMPROVEMENTS PROJECT

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: February 28, 2017
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City of Hobbs has been awarded CDBG funds the 2016/2017 CDBG funding cycle. The project will include infrastructure improvements of pavement reconstruction, curb and gutter, sidewalk and ADA improvements. The streets to receive these improvements will be Humble Street from Dal Paso to the alley east of Jefferson and on First, Farquhar and Jefferson from the alley north of Humble to Main St.

The attached resolution authorizes the Mayor to execute the Grant Agreement.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The project is in the 2017 budget. Estimated costs are as follows.

CDBG Grant Funds: \$ 500,000
Estimated Construction Cost: \$ 960,000
Estimated Testing/Other: \$ 40,000
MUNIS budget #00232: \$1,000,000

Attachments:

Resolution & 2016 CDBG Award Letter

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Approve a Resolution authorizing the mayor to execute a CDBG grant agreement (Project No. 16-C-NR-I-01-G-003) for the 2016 Hobbs CDBG infrastructure improvements project

Approved For Submittal By:

[Signature] Department Director

[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 6526

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CDBG GRANT AGREEMENT (Project No. 16-C-NR-I-01-G-003) FOR THE 2016 HOBBS CDBG INFRASTRUCTURE IMPROVEMENTS PROJECT

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized and directed to take all necessary and appropriate action to execute on behalf of the City of Hobbs Grant Agreement (CDBG Project No. 16-C-NR-I-01-G-03) with the New Mexico Department of Finance and Administration

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
ACTING CABINET SECRETARY

RICK LOPEZ
DIRECTOR

MICHAEL MARIANO
ACTING DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

September 2, 2016

Honorable Sam D. Cobb
Mayor, City of Hobbs
200 East Broadway St.
Hobbs, NM 88240
Attn: Shelia Baker, Sr. Staff Engineer

CFDA # 14.228

RE: CDBG Grant No. 16-C-NR-I-01-G-03; Street & Drainage

Dear Mayor Cobb:

It is my pleasure to inform you that your 2016 Community Development Block Grant (CDBG) application referenced above, in the amount of \$500,000.00 was approved at the June 22, 2016 meeting of the New Mexico Community Development Council.

Please be aware that you cannot expend or incur costs against this grant until a grant agreement with the Local Government Division has been fully executed.

If you have any questions regarding this matter, please call Jolene Slowen, Bureau Chief at (505) 827-4974 or Karen Ramage, your Project Manager at (505) 827-4963.

Sincerely,

A handwritten signature in blue ink that reads "Rick Lopez".

Rick Lopez, Director
Local Government

xc: Jolene Slowen, Community Development Bureau (CDB) Chief
Karen Ramage, CDB Project Manager



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: Resolution adopting budgetary adjustment #5 for the Fiscal Year 2016-2017
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: February 28, 2017
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared prior to the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation, or for issues that arise during the fiscal year.

Enclosed is a budgetary adjustment #5 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

Included in this budget adjustment are an increase in both revenues and expenditures. Total Expenditures increase by \$5,212.00, changing the total expenditures from \$220,569,560.80 to \$220,574,772.80. Total Revenues increase by \$176,185.00, changing the total revenue from \$137,575,014.89 to \$137,751,199.89. These changes do not alter the general fund reserve, it remains at 12%.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2016-2017

Legal Review:

Approved As To Form: M. H. Stee
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Deborah Corral
Department Director

J. J. King
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 6527

BUDGETARY ADJUSTMENT #5
FISCAL YEAR 2016-2017

WHEREAS, the City Commission of the City of Hobbs, New Mexico, has found it necessary to amend certain items within the fiscal year budget in order to provide for additional expenditures and transfers not contemplated at the time of the preparation of the 2016-2017 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the items of the 2016-2017 fiscal budget be amended.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Director of Public Finance of the State of New Mexico and that a copy of this Resolution be forwarded to his office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED AND APPROVED this 6th day of March, 2017

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Preliminary Budget
FY17 Fund Summary (BAR #5)**

	Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	58,340,110.88	52,217,986.35	(14,135,590.53)	86,113,499.10	10,309,007.60
2 LAND ACQUISITION	500,000.00	100,000.00		500,000.00	100,000.00
General Fund Subtotal	58,840,110.88	52,317,986.35	(14,135,590.53)	86,613,499.10	10,409,007.60
11 LOCAL GOV CORR	208,018.04	265,338.00		167,000.00	306,356.04
12 POLICE PROTECTION	66,756.22	87,000.00		87,000.00	66,756.22
13 P D N (parif, drug, narcotics)	1,918.75	-			1,918.75
14 SAFER GRANT	-	158,566.69	55,923.08	213,489.77	1,000.00
15 COPS GRANT	1,000.00	341,535.62	371,495.76	660,948.02	53,083.36
16 RECREATION	21,855,151.47	38,500,000.00	41,215.31	60,347,866.78	48,500.00
17 OLDER AMERICAN	1,000.00	212,329.00	741,111.70	953,440.70	1,000.00
18 GOLF	1,000.00	857,612.88	2,206,087.41	3,021,877.99	42,822.30
19 CEMETERY	1,000.00	168,690.00	359,891.00	528,581.00	1,000.00
20 AIRPORT	295,033.20	38,300.00		36,000.00	297,333.20
23 LODGERS' TAX	188,954.74	801,200.00	(129,904.72)	855,491.05	4,758.97
27 PUBLIC TRANSPORTATION	1,000.00	805,731.18	439,770.99	1,245,502.17	1,000.00
28 FIRE PROTECTION	567,070.62	497,825.00		336,195.00	728,700.62
29 EMER MEDICAL SERV	11.00	26,365.40		26,365.40	11.00
Special Revenue Subtotals	23,187,914.04	42,760,493.77	4,085,590.53	68,479,757.88	1,554,240.46
37 COMM DEVE CONST	1,000.00	500,000.00	500,000.00	1,000,000.00	1,000.00
46 BEAUTIFICATION IMPROVEMENT	1,732,739.94			1,126,179.46	606,560.48
48 STREET IMPROVEMENTS	1,555,269.56	1,878,902.22		2,965,473.28	468,698.50
49 CITY COMM. IMPROVEMENTS	1,000.00	2,126,582.00	(2,018,982.00)		108,600.00
Capitla Project Subtotals	3,290,009.50	4,505,484.22	(1,518,982.00)	5,091,652.74	1,184,858.98
51 UTILITY BOND	-		307,004.50	307,004.50	-
53 WASTEWATER BOND	1,989,842.96		2,093,121.54	2,093,121.54	1,989,842.96
Debt Service Subtotals	1,989,842.96	-	2,400,126.04	2,400,126.04	1,989,842.96
10 SOLID WASTE	1,149,697.45	6,050,000.00		6,050,000.00	1,149,697.45
44 JOINT UTILITY EXTENSIONS CAPITAL PR	3,159,027.63	1,300,000.00		4,352,654.37	106,373.26
60 JOINT UTILITY	3,908,278.93		3,606,880.04	5,470,566.94	2,044,592.03
61 JOINT UTILITY CONST	-	238,000.00	3,327,192.28	3,565,192.28	-
62 WASTE WATER PLANT CONST	1,946,302.44	5,057,730.24	15,321,081.80	22,325,114.48	-
63 JOINT UTILITY - WASTEWATER	7,308,981.80		(1,889,407.16)	2,435,994.66	2,983,579.98
65 JOINT UTILITY INCOME - WASTEWATER	-	5,988,291.00	(5,692,891.00)		295,400.00
66 JOINT UTILITY INCOME	-	5,504,000.00	(5,504,000.00)		-
68 METER DEPOSIT RES	714,835.12	400,000.00		150,000.00	964,835.12
69 INTERNAL SUPPLY	-	550,000.00		550,000.00	-
Utility Subtotals	18,187,123.37	25,088,021.24	9,168,855.96	44,899,522.73	7,544,477.84
64 MEDICAL INSURANCE	203,976.07	6,598,052.27	-	6,609,052.27	192,976.07
67 WORKERS COMP TRUST	946,447.33	602,830.35		602,830.35	946,447.33
Internal Service Subtotal	1,150,423.40	7,200,882.62	-	7,211,882.62	1,139,423.40
70 MOTOR VEHICLE	1,346.72	4,720,000.00		4,720,000.00	1,346.72
71 MUNI JUDGE BOND FUND	175,016.84				175,016.84
72 RETIREE HEALTH INSURANCE TRUST FL	9,000,000.00	1,029,331.65	-	1,029,331.65	9,000,000.00
73 CRIME LAB FUND	74,570.55	125,000.04		125,000.04	74,570.55
75 FORECLOSURE TRUST FUND	71.88				71.88
76 RECREATION TRUST	103,032.51	-			103,032.51
77 LIBRARY TRUST	5,029.12	1,000.00		1,000.00	5,029.12
78 SENIOR CITIZEN TRUST	8,053.05	1,500.00		1,500.00	8,053.05
79 PRAIRIE HAVEN MEM	5,353.80	-			5,353.80
80 COMMUNITY PARK TRUST	1,432.05				1,432.05
82 EVIDENCE TRUST FUND	122,464.85	-			122,464.85
83 HOBBS BEAUTIFUL	22,684.49				22,684.49
86 CITY AGENCY TRUST	5,247.38	1,500.00		1,500.00	5,247.38
Trust & Agency Subtotals	9,524,303.24	5,878,331.69	-	5,878,331.69	9,524,303.24
Grant Total All Funds	116,169,727.39	137,751,199.89	-	220,574,772.80	33,346,154.48

12%

176,185.00

5,212.00

Expenses:

Fund	Org	Object	Project	DESCRIPTION	FY17 Revised		FY17 New		Comments
					Budget	New Request	Budget		
1	010220	42402		VEHICLE MAINTENANCE	26,000.00	7,000.00	33,000.00		TRANSFER FROM BUILDINGS AND GROUNDS
1	010220	42501		BUILDINGS AND GROUNDS	65,000.00	(7,000.00)	58,000.00		TRANSFER TO VEHICLE MAINTENANCE
1 Total									
17	174017	42382	801	NSIP EXPENDITURES - CONGREGATE	14,445.00	2,544.00	16,989.00		INCREASE IN NSIP GRANT CONTRACT BY STATE
17	174017	42382	00801	NSIP EXPENDITURES - HOME DELIVERY	13,333.00	2,668.00	16,001.00		INCREASE IN NSIP GRANT CONTRACT BY STATE
17 Total						5,212.00			
48	484048	44901	00189	NORTH GRIMES (MAP GRANT)	594,045.20	(30,500.00)	563,545.20		TRANSFER TO COOP GRANT TO COVER INCREASE
48	484048	44901	00236	FY17 TRAFFIC SIGNAL COOP	70,000.00	30,500.00	100,500.00		TRANSFER FROM N. GRIMES MAP GRANT
48 Total									
Grand Total						5,212.00			

Revenue:

Fund	Org	Object	Project	DESCRIPTION	FY17 Revised		FY17 New		Comments
					Budget	New Request	Budget		
2	029999	30611		MISC INCOME	-	(100,000.00)	(100,000.00)		BUDGET FOR REVENUE RECEIVED AND PROJECTED
2 Total						(100,000.00)			
11	119999	30513		PENALTY ASSESSMENT FEE (\$10)	-	(50,000.00)	(50,000.00)		BUDGET FOR NEW \$10 PEALTY ASSESSMENT FEE
11 Total						(50,000.00)			
17	179999	30768	00800	NSIP REVEUE - CONGREGATE	(14,445.00)	(2,544.00)	(16,989.00)		INCREASE IN NSIP GRANT CONTRACT BY STATE
17	179999	30768	00801	NSIP REVEUE - HOME DELIVERY	(13,333.00)	(2,668.00)	(16,001.00)		INCREASE IN NSIP GRANT CONTRACT BY STATE
17 Total						(5,212.00)			
48	489999	30701	00236	FY17 TRAFFIC SIGNAL COOP	(52,500.00)	(20,973.00)	(73,473.00)		INCREASE IN COOP GRANT PER NMDOT
48 Total						(20,973.00)			
Grand Total						(176,185.00)			

Transfers:	From General Fund	
	From Lodgers Tax	(129,904.72)
	to Golf	88,082.42
	to General Fund	41,822.30



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: RFP 485-17; Professional Engineering Services; Aerobic Digester Project
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: February 28, 2017
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

RFP 485-17 is a request for proposals to provide professional engineering services in the design, funding, and construction of new aerobic digestion basins, and related appurtenances (Project), at the Wastewater Reclamation Facility. RFP 485-17 advertised November 17, 2016 with six (6) qualified proposals having been received on the closing date of December 15, 2016. An evaluation committee consisting of City staff reviewed and ranked the proposals based on the RFP criteria. The submitting engineering firms and order of ranking are:

1) Bohannon Huston, Inc. of Albuquerque, NM; 2) Molzen Corbin, Inc, of Albuquerque, NM; 3) Amec, Foster & Wheeler, Inc. of Albuquerque, NM; 4) HDR Engineering of Albuquerque, NM; 5) Parkhill, Smith & Cooper, of Lubbock, TX and; 6) West Texas Consultants of Andrews, TX.

Formal interviews were held with the three (3) highest ranking Proposers on January 13, 2017. Each firm was provided 45 minutes to present and discuss their respective qualifications and capabilities to provide the services required of Project. The evaluation team ranked the interviewing firms in the following order:

1) Bohannon Huston, Inc. of Albuquerque, NM; 2) Molzen Corbin, Inc, of Albuquerque, NM and; 3) Amec, Foster & Wheeler, Inc. of Albuquerque, NM.

An agreement has been negotiated with Bohannon & Huston, Inc., with a Scope of Work developed, including a not-to-exceed cost proposal, to provide professional engineering services in the design and funding of project. The Scope of Work consists of five (5) milestones, or deliverables, with individual schedules of completion after which liquidated damages will apply.

Fiscal Impact: \$568,545.91 (@ 7.1325% NMGRT) Reviewed By: _____

[Signature]
Finance Department

The not-to-exceed amount for design and funding related services is \$526,304.00, including \$3,500.00 for direct reimbursable expenses. Digester design services have been budgeted at \$750,000 for FY 2017 within Fund 624062-44901-00205. The balance of a 2015 Legislative Appropriation (\$90,593.44) and a 2016 Legislative Appropriation in the amount of \$100,000.00 will be utilized toward design of Project.

Attachments:

RFP 485-17; Proposal Ranking Summary, and; Agreement for Professional Engineering Services between the City of Hobbs and Bohannon Huston, Inc. with attachments.

Legal Review:

Approved As To Form:

M. H. Star
City Attorney

Recommendation:

Staff recommends that RFP 485-17 be awarded, and an agreement be executed, with the engineering firm of Bohannon Huston, Inc., to provide professional engineering services for the City of Hobbs Aerobic Digester Project.

Approved For Submittal By:

Jim Wamey

Department Director

J. J. May

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS
REQUEST FOR PROPOSALS (RFP 485-17)

The City of Hobbs (“COH” or “Owner”) extends an invitation to interested and qualified firms to submit a Statement of Qualifications (“Proposal”) to provide professional engineering services, including related services, for **RFP 485-17; PROFESSIONAL ENGINEERING SERVICES, AEROBIC DIGESTER PROJECT.**

Owner requests that proposal be made in conformance with the guidelines contained herein on the proposal form. Owner desires to award a Professional Services Agreement, hereinafter referred as the “Agreement”, to that professional engineering firm submitting a proposal deemed to be most qualified to provide the professional engineering services as required by Owner.

Owner desires to enter into an agreement with the highest rated Proposer to provide the professional engineering services as required of Project and in what City determines to be the best interest the community of Hobbs. Funding for professional engineering services is anticipated to be a combination of Clean Water State Revolving Fund (CWSRF), State of New Mexico appropriations, and City of Hobbs funds. Work in the future is conditional upon funding for the respective work to be performed.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Owner’s existing aerobic digesters are limited in treatment capacity and have known operational and structural issues. A Professional Engineering Report (HDR Engineering, 2016) has been completed evaluating the existing processes, rehabilitation of existing processes and the construction of alternative aerobic digestion processes within the treatment facility compound.

Owner is issuing this Request for Proposals in order to execute an agreement with a NM licensed engineering firm to review the approved PER and develop 60% preliminary construction plans, typical details, technical specifications, and opinion of cost based upon the preferred alternative within the PER. Proposer will assist Owner in the submission of CWSRF funding documents in March 2017 which will be utilized to finalize design and actual construction of new aerobic digester processes.

Upon funding of Project, Proposer will proceed with finalizing design/bid documents for regulatory approval and formal advertising for competitive bids to construct. During construction, Proposer’s services would extend into construction administration, construction inspection and other engineering services applicable to Project. The scope of work includes the follow assumptions.

PROJECT ASSUMPTIONS

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

1. Facility information and data used to develop the City of Hobbs, Professional Engineering Report, Aerobic Digester Improvements is based upon data provided by OWNER from January 2010 to July 2014. Design of the new aerobic digestion processes is based upon achieving EPA’s Class B criteria, with additional stabilization (thermal drying) being required to meet Class A criteria.

2. The location identified for construction of the aerobic digester basins is within the existing treatment facility and Owner intends to submit for a Categorical Exclusion for the replacement of the existing processes. If required as a condition of CWSRF funding, Proposer will provide technical services to develop environmental reports and obtain environmental permits to demonstrate compliance under the National Environmental Protection Act (NEPA).
3. Preparation of design documents will be completed in three (3) submittals: 60%, 90% and Final Bid Documents. At the 60% and 90% submittal phase, Proposer will participate in a value engineering/constructability workshop with Owner and a third-party consultant as selected by Owner. Project documents will be submitted to NMED Construction Programs Bureau upon 90% design completion for review and preliminary approval prior to finalization.
4. Project scope of work may be modified based upon both known and unknown future conditions. A determination as to the reuse, or final disposal, of the existing digestion structures/equipment has not been made at this time.
5. Owner will provide Consultant/Engineer with available data requested for the completion of each task outlined in this scope.

PROJECT CONTACTS:

Questions regarding the selection process:

Technical Questions regarding scope of work:

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

Leo Wilson
WWRF Superintendent
200 E. Broadway
Hobbs, NM 88240
575-397-9315

SITE DESCRIPTION

Services to be provided by Consultant will be within the extra-territorial boundaries of the City of Hobbs which is located in Southeast New Mexico.

DIVISION III – PRE-SUBMITTAL CONFERENCE

NOT APPLICABLE - A pre-submittal conference will not be held, however a tour of the City of Hobbs Waste Water Reclamation Facility where project is located can be arranged. Please call Leo Wilson, WWRF Superintendent at 575-397-9315, or email at lwilson@hobbsnm.org to schedule a tour if desired.

DIVISION IV – RESPONSE FORMAT AND ORGANIZATION

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

All submittals should be sent or delivered to:

CITY OF HOBBS – RFP 485-17

Finance Dept. – Room 224
200 E. Broadway
Hobbs, NM 88240

Attention: Toby Spears, Finance Director

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

NUMBER OF COPIES: Offerors shall provide **five (5)** identical copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals **AND one copy on CD or other portable storage medium.**

PROPOSAL FORMAT

The proposal is to be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Material excluded from the twenty (20) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Certificate(s) of Insurance
- Proposal Signature Form (Attachment A)

- Campaign Contribution Declaration Form (Attachment B)
- Veterans' Preference Form (Attachment C)
- Resident Business Certification
- Project Listing Form (Attachment D)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION. Reminder - Divider Pages do not count towards the 20 page maximum

- Section 1 Project Understanding
- Section 2 Personnel Qualifications
- Section 3 Past Record of Performance
- Section 4 Volume of Work with OWNER not 75% complete
- Section 5 Work produced in-state (NM Resident Business and Veterans' Preference)
- Section 6 Attachments

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

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

Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 8, are helpful.

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

- identify the submitting business;
- identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- be signed by a person authorized to contractually obligate the Proposer;
- A statement that the firm, and its' subcontractors, are appropriately licensed by the State of New Mexico to provide the services proposed.

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

DIVISION V – EVALUATION CRITERIA

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

A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with Proposers applying for selection. Proposals will be evaluated on the following basis (all topics are as presented in the text of the proposal) as required by 13-1-120B NMSA 1978. Each proposal must address the required evaluation criteria as follows:

- (1.) **Project Understanding:** Understanding of the Project and the CWSRF funding process. Clearly identify key or crucial issues related to the Project and propose the approach to be taken to address these issues..... **40 points**

- (2.) **Personnel Qualifications:** List key staff/team members for Project, total years experience, number of years with the firm and projected percentage of time available for project. Identify those services to be performed by sub-consultants and relevant staff qualifications if applicable. **30 points**

- (3.) **Past Record of Performance:** Past Proposers' record of performance with respect to such factors as responsiveness to client, control of costs, quality of work, and ability to meet schedules. List three (3) most recent public works projects, including contact information of the entity, who can discuss Proposers' performance..... **20 points**

- (4.) **New Mexico Business:** The amount of work that will be produced by a New Mexico business within the State OR New Mexico Business with Veterans' Preference. **10 points**

- (5.) **Current Volume of Work:** The volume of work previously done for the City of Hobbs which is not seventy-five percent complete with respect to professional engineering services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified Proposers, however that the selection of Proposers be based upon that most qualified. **10 points**

1. **Project Understanding** - Provide a preliminary scope of work identifying the known tasks based upon the recommended alternative within the PER. Identify the approach and tasks associated with: 1) reviewing technical and analytical information within the PER to establish design criteria, 2) compiling information as to the performance and reliability of established manufactures aeration/mixing equipment, 3) conducting on-site field work to determine Project requirements, its' integration into the existing treatment processes, and its' constructability, 4) internal QA/QC and value engineering procedures to be utilized, 5) development of design/specifications documents with emphasis on Projects eligibility for CWSRF green eligibility reserve funding. Include procedures to establish Project costs and annual O&M costs, 6) anticipated requirements associated with CWSRF funding, 7) finalizing design/technical specifications/bid documents, 8) construction administration services required during formal bid process through the Projects' completion, 9) and, ability to provide construction inspection and testing services required of Project.

2. **Personnel Qualifications** - Provide the name and qualifications of the Project Manager (PM) who will be assigned to the Project, total years of experience, including number of years with the firm. Identify quantity and types of biosolids stabilization processes the PM has successfully completed including location, agency/entity, completion date, and a point of contact. List key staff/team members for Project, total years of experience, including number of years with the firm. Identify which essential services will be performed by sub-consultants and their qualifications. Provide information about the firm that demonstrates the ability to provide the professional services required of Project based upon the information in the RFP.

3. **Past Record of Performance** - Demonstrate that the firm has the ability to meet schedules and budgets. Summarize your firm's schedule control process to be used in order to meet Owner's anticipated project schedule. List three (3) public works projects, budgeted amounts, engineers' opinion of probable costs, bidding and completed project cost. Include change order or other pertinent information. List the design start date, construction start date, and substantial completion date. Compare the *contractual* dates with *actual* respective dates. Explain any differences between original and actual project schedule milestones. Identify the role of the proposed PM, team members, and sub-consultants in the three (3) projects, including contact information of the entity who can discuss Proposers performance.

4. **New Mexico Produced Work, NM Mexico Business & Veterans' Preference** - Indicate the volume of work to be produced in New Mexico. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that as a percentage of work. In addition, there is a Veterans' Preference for New Mexico based firms. The point distribution will be as follows:
 - a. 100% work performed New Mexico Resident Firm..... 5 Points
 - b. 100% of work performed by New Mexico Resident Veteran Firm
 - i. Annual Revenue less than \$1,000,000 10 Points
 - ii. Annual Revenue between \$1,000,000 – \$5,000,000 8 Points
 - iii. Annual Revenue of \$5,000,000 or more 7 Points

5. **Current Volume of Work** - Firms shall be scored on any project that has been previously awarded by the City of Hobbs and is, on the closing date of RFP 485-17, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form, Attachment E" as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000 to \$ 35,000.	1 point deducted
\$ 35,001 to \$ 50,000.	2 points deducted
\$ 50,001 to \$100,000	3 points deducted
\$100,001 to \$150,000	4 points deducted
\$150,001 and over	5 points deducted

DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE

SELECTION PROCESS. A Selection Committee will evaluate and score each Proposal. Owner reserves the right to verify reference checks or visit Proposer's completed projects.

SCHEDULE OF DEADLINES

Advertise RFP 485-17	November 17, 2016
Pre-Proposal Meeting	N/A
Proposals Due Date & Time:	December 15, 2016 at 2:00 MST

DIVISION VII – GENERAL INFORMATION

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

Leo Wilson	Tel: 575.397.9315
WWRF Superintendent	E-mail Address: lwilson@hobbsnm.org

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

INTERPRETATIONS AND ADDENDA. Should a Proposer find any ambiguity, inconsistency or error in the Request for Proposals, or should the Proposer be in doubt as to their meaning, he shall at once notify the City Finance Director, in writing, who will send a written addendum either by facsimile or electronic mail to all Proposers who are on record with Finance Department as having requested a copy of the RFP. Neither Owner, nor its representatives, will be responsible for oral instructions or information. Interpretation or correction of the RFP will be made only by written addendum, which will be electronically mailed or faxed to each Proposer of record.

Owner is not responsible for any other explanations or interpretations of the RFP.

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

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

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

CITY OF HOBBS- RFP 485-17

Toby Spears, Finance Director

200 E. Broadway, Hobbs, NM

Phone: (575) 397-9235

Fax: (575) 397-9226

Email address: tspears@hobbsnm.org

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

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

PROFESSIONAL LICENSE/REGISTRATION IN NEW MEXICO. Any individual or firm that is proposing to perform engineering services must be appropriately licensed / registered in the State of New Mexico at the time of submission of the PROPOSAL.

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

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

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

NEGOTIATION OF THE AGREEMENT. The City of Hobbs (Owner) may proceed to negotiate a contract for Consultants' services at a compensation which Owner determines to be fair and reasonable. In making this decision, Owner may take into account the estimated value of the scope of services, the complexity, and the professional nature of the services to be rendered. If Owner is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that firm will be formally terminated. Owner may then undertake negotiations with the next most qualified firm in sequence until an agreement is reached or a determination is made to reject all proposals.

Markup for Sub-consultant fees will be limited to ten (10%) percent. Owner will negotiate a fee for total services, along with a fee break down per each individual phase, or task, of the work. Consultant's hourly rates for all labor categories, including all Sub-consultant labor, will be valid for a period of two (2) years upon the execution of an agreement without any upward adjustment. Provided all conditions of initial agreement remain in effect, Consultant may request an escalation rate increase of no greater than five (<5%) percent in Consultant and its' sub-consultant hourly rates for all labor categories upon completion of the two (2) year period.

RETURN OF PROPOSALS. Owner will not return any Proposals that are submitted.

**REQUEST FOR PROPOSAL NUMBER 485-17
AEROBIC DIGESTER PROJECT**

OVERALL EVALUATION WORKSHEET

Criteria	Wt. Factor	Parkhill, Smith & Cooper, Inc	HDR Engineering	Molzen Corbin Engineering	West Texas Consultants	Amec, Foster & Wheeler	Bohannon Huston
1. Project Understanding Understanding of the Project and the CWSRF funding process. Clearly identify key or crucial issues related to the Project and propose the approach to be taken to address these issues..	40	31.0	34.8	37.6	20.4	33.8	35.6
2. Personnel Qualifications List key staff/team members for Project, total years experience, number of years with the firm and projected percentage of time available for project. Identify those services to be performed by sub-consultants and relevant staff qualifications if applicable.	30	22.6	24.8	28.4	20.6	27.0	28.2
3. Past Record of Performance Past Proposers' record of performance with respect to such factors as responsiveness to client, control of costs, quality of work, and ability to meet schedules. List three (3) most recent public works projects, including contact information of the entity, who can discuss Proposers' performance.	10	9.0	7.8	9.2	6.7	7.9	9.2
4. New Mexico Business The amount of work that will be produced by a New Mexico business within the State OR New Mexico Business with Veterans' Preference.	10	2.0	6.0	6.0	0.0	6.0	6.0
5. Current Volume of Work The volume of work previously done for the City of Hobbs which is not seventy-five percent complete with respect to professional engineering services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified Proposers, however that the selection of Proposers be based upon that most qualified.	10	5.4	10.0	5.4	10.0	10.0	10.0
TOTAL	100	70.0	83.4	86.6	57.7	84.7	89.0
INTERVIEW SCORE	3.0			2.9		2.6	2.9
TOTAL COMBINED SCORE	103			89.5		87.3	91.9

Evaluation Committee:

Tim Woomer, Utilities Director; Deborah Corral, Asst. Finance Director; Anthony Henry, Sr. Staff Engineer; Leo Wilson, WWRF Supt; Bill Griffin, WWRF Ops Supv.

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 6th day of March 2017 by and between City of Hobbs hereinafter referred to as the OWNER, and Bohannon Huston, Inc. hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to construct a Project consisting of Aerobic Digesters - Concrete basin configuration with a total volume of approximately 1.8 MG (overall dimensions approximately 150' x 100' x 25' to be verified during final planning), jet mixing aeration, PD or Hybrid (rotary lobe) blowers, 4,500 sq. ft. of pre-engineered metal blower and pump building(s), all related water and air piping, electrical, instrumentation and controls, meters, stairs, handrails, grating, temporary by-pass pumping during construction, decommissioning and selective demolition of existing aerobic digestion equipment, piping, electrical and controls, and associated miscellaneous items. Additive Alternate: Concrete basins with a total volume of approximately 2.7 MG with associated process equipment, water and air piping, electrical, instrumentation and controls, and all related appurtenances for a complete aerobic digestion system. The design basis will be determined as part of the final planning phase. Provisions for Engineer-approved equivalents may be provided in the construction contract documents.

Electrical/Instrumentation/Control system upgrades – New primary power feeds for blower and motive pumps, Motor Control Centers (MCCs), Central Telemetry Units (CTUs), integration of digester process control into existing plant SCADA network, main service and plant feed circuits to all new facilities fed by this service.

in Lea County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

(g) The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

(h) This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract

amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER'S control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the

financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER AND FUNDING AGENCY prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount specified in ATTACHMENT for injury to any one person and amount specified in ATTACHMENT on account of any one accident and in the amount specified in ATTACHMENT for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount specified in ATTACHMENT per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) OWNER has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) OWNER represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) OWNER and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days' notice.

(f) OWNER acknowledges that Engineer is performing professional services for OWNER and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, OWNER and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.
6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to

the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.
14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.
15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep OWNER informed of the progress of the Work.
18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike

manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.
21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.
22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.
23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.
24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.
29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall

advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.
2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements

including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Describe, attach or indicate "None")

CW SRF MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS

1. PRIVACY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The Owner may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Engineer's cost or time required to perform any services under this contract, whether or not changed by any order, the Owner shall make an equitable adjustment and modify this contract in writing. The Engineer must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the Owner's notification of change, unless the Owner grants additional time before the date of final payment.

2. No claim by the Engineer for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the Engineer will charge an additional compensation shall be furnished without the written authorization of the Owner.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the Owner for its convenience, provided that the Engineer is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to cover any additional costs to the Owner because of the

Engineer's default. If the Engineer effects termination for default, or if the Owner effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates,

summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the Engineer arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the Owner is located.

5. AUDIT; ACCESS TO RECORDS

a. The Engineer shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The Engineer shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the Owner. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the Owner, and the State of New Mexico or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Engineer agrees to make paragraphs (a) through (g) of this

clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Engineer agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The Engineer agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Records under paragraphs (a) and (b) above shall be maintained by the Engineer during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the Engineer for the time periods specified in 40 CFR part 31.

f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The Engineer assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Engineer for the purpose of securing business. For breach or violation of this assurance, the Owner shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the Owner finds after a notice and hearing that the Engineer or any of the Engineer's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Engineer, terminate this contract. The Owner may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the Owner may pursue the same remedies against the Engineer as it could pursue in the event of a breach of the contract by the Engineer, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the Engineer incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the Engineer shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Engineer to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the Engineer under this contract.

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER: City of Hobbs
By _____
Type Name _____
Title _____
Date _____

ATTEST: Brian G. Burnett
Type Name Brian Burnett
Title Chief Executive Officer
Date 2/22/17

ENGINEER: Bohannon-Huston, Inc.
By [Signature]
Type Name Robert P Richardson, PE
Title Sr. Vice President
Address 7500 Jefferson NE
Albuquerque, NM 87109
Date 2-22-17

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 6th day of March, 2017 by and between the City of Hobbs, the OWNER, and Bohannon Huston, Inc., the ENGINEER, the OWNER and ENGINEER agree this ____ day of ____, 20____ that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

LUMP SUM method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed \$526,304, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed \$_____ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

LUMP SUM method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed \$_____, excluding gross receipt tax and reimbursables.

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed \$_____ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

Contract Time under Section B. and for the purpose of Section A.8 shall be 300 calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See attached

project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$2,000,000/4,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.06 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be: monthly payments based on percent complete of each lump sum task.


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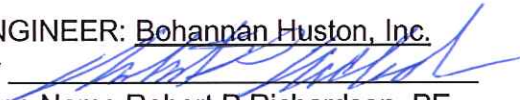
9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER: City of Hobbs
By _____
Type Name _____
Title _____
Date _____

ATTEST: 
Type Name Brian Burnett
Title Chief Executive Officer
Date 2/22/17

ENGINEER: Bohannon Huston, Inc.
By 
Type Name Robert P Richardson, PE
Title Sr. Vice President
Address 7500 Jefferson, NE
Albuquerque, NM 87109
Date 2-22-17

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name _____
Date _____



ATTACHMENTS I and II

BOHANNAN HUSTON, INC.

SCOPE OF SERVICES, FEES AND PAYMENT SCHEDULE FOR ENGINEERING AND ENVIRONMENTAL SERVICES

FINAL PLANNING, ASSISTANCE WITH FUNDING ACQUISITION, PRELIMINARY AND FINAL DESIGN

The Scope of Services for the City of Hobbs Aerobic Digester Replacement scope includes the final planning, assistance with funding acquisition and design of the digester facility as described below. Bidding and construction phase services for the project are not included in the scope of work. They will be negotiated when construction funds are in place. Each task of the final planning, assistance with funding acquisition and design is described in detail below.

Throughout this document the terminology "OWNER" refers to the City of Hobbs and "ENGINEER" refers to Bohannon Huston, Inc.

PROJECT DESCRIPTION

The Preliminary Engineering Report (PER) dated July 2016 prepared by HDR Engineering recommended that the existing aerobic digesters at the Hobbs Water Reclamation Facility (HWRF) be replaced with a similar configuration at a new location within the existing HWRF. The design scope is based on Construction Phase 1 and an additive alternate based on Construction Phase 2 as described in the PER to include the following:

Base Bid

1. Aerobic Digesters - Base bid: Concrete basin configuration with a total volume of approximately 1.8 MG (overall dimensions approximately 150' x 100' x 25' to be verified during final planning), jet mixing aeration, PD or Hybrid (rotary lobe) blowers, 4,500 sq. ft. of pre-engineered metal blower and pump building(s), all related water and air piping, electrical, instrumentation and controls, meters, stairs, handrails, grating, temporary by-pass pumping during construction, decommissioning and selective demolition of existing aerobic digestion equipment, piping, electrical and controls, and associated miscellaneous items. Additive Alternate: Concrete basins with a total volume of approximately 2.7 MG with associated process equipment, water and air piping, electrical, instrumentation and controls, and all related appurtenances for a complete aerobic digestion system. The design basis will be determined as part of the final planning phase. Provisions for Engineer-approved equivalents may be provided in the construction contract documents.

2. Electrical/Instrumentation/Control system upgrades – New primary power feeds for blower and motive pumps, Motor Control Centers (MCCs), Central Telemetry Units (CTUs), integration of digester process control into existing plant SCADA network, main service and plant feed circuits to all new facilities fed by this service.

Bid Alternates:

One additive alternate to include 2 additional concrete basins to expand the total volume of the digesters to approximately 2.7 MG with associated process equipment, water and air piping, electrical, instrumentation and controls, and all related appurtenances for a complete aerobic digestion system.

ENGINEERING SCOPE OF SERVICES

Task 1: Communications and Management

Objective: Provide effective communications, coordination, meetings and project management for the design of the Project, which includes final planning, assistance with funding acquisition, submission of project documents as required by funding agencies, preliminary and final design, and Independent Value Engineering Review coordination.

Approach: ENGINEER will conduct an initial design phase Kick-off Meeting with the OWNER and other stakeholders on-site. As part of this meeting, the design goals and constraints will be reviewed and supplemental information will be gathered to assist the ENGINEER in completing the design of the project. Subsequent meetings with OWNER staff and operations team members will be conducted, as required, to complete the design phase deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall be available on an as needed basis to update City of Hobbs staff on the current status of specific design activities and get input needed to maintain the design phase schedule.

Other Project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. An initial kick-off meeting will be held at the OWNER's offices with OWNER staff, ENGINEER's principal in charge, project manager and project engineer, and other stakeholders that may be identified by the OWNER.
2. Four (4) progress meetings shall be held at the OWNER's office during the design phase.
3. There shall be approximately twenty (20) project conference calls throughout the design phase.

Deliverables:

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Regular conference meeting agenda and minutes
4. Monthly invoices for ENGINEER's services

Task 2: Supplemental Site Data Acquisition

Objective: Gather and compile supplemental information related to the existing conditions of facilities in order to support the design process.

Approach: ENGINEER will provide the following services during this phase of the Project.

1. An as-built topographic/planimetric survey of the project area within the existing treatment facility will be compiled in order to confirm the as-built condition of the existing digesters and the location of the proposed new digesters as of the date of the start of design. This existing condition survey will be used as the basis for the preparation of the construction drawings.
2. In order to proceed with the design phase, information related to the process, structural, architectural, mechanical, and electrical/instrumentation as-built conditions of the existing drum thickener, aerobic digesters, centrifuge, and solids dryer will need to be acquired and integrated into the design basis. ENGINEER will conduct all necessary field investigations to confirm current as-built conditions by reviewing existing as-built information of each facility component at the existing facility and then confirming that information with site visits and discussions with OWNER staff.
3. Once the record drawings are incorporated into the survey, some subsurface utility exploration (potholing) may be necessary to verify the location and elevation of certain yard piping and electrical conduits.
4. Conduct a Geotechnical investigation of the project area at the treatment facility and prepare a report summarizing the findings. The geotechnical report will investigate the subsurface soils at

the project site for physical/engineering properties. From the field and laboratory study, professional opinions will be provided regarding geotechnical design parameters for the structural elements of the facility improvements.

Assumptions:

1. ENGINEER's AutoCAD standard conventions will be followed during preparation of all design drawings. The design drawings will be prepared using AutoCAD and other integrated software programs.
2. Full-size drawings will measure 22-inch by 34-inch with half-size as 11-inch by 17-inch. Except for the Final Drawings, other drawings prepared for the OWNER's review will be made on half-size drawings.
3. Boundary information will be based on existing surveys and record documents from OWNER. No boundary survey will be performed and boundary will be depicted as approximate.
4. OWNER will provide copies of all pertinent record drawings of the existing facilities to ENGINEER.
5. OWNER will provide personnel and equipment to conduct utility potholing as necessary.
6. The site survey and geotechnical investigations and report will be done by a subconsultant (Pettigrew and Associates).

Deliverables:

1. Base drawing files for the treatment plant site with the approximate property and fence boundaries, size and location of plant structures and existing topography, the existing drum thickener, aerobic digesters, centrifuge, EQ basins and solids dryer and all existing electrical system components will be incorporated into the preliminary design drawings as represented on EXHIBIT "A" attached to this scope of work.
2. Incorporation of affected underground utilities into design base drawings based on as-builts and subsurface investigations
3. Geotechnical Report

Task 3: Final Planning and Establishment of Final Design Criteria

Objective: Establish the criteria for final process design and engineering basis to be used for the preparation of construction drawings.

Approach: ENGINEER will provide the following services during this phase of the Project.

Approach: ENGINEER will provide the following services during the preliminary design phase of the Project.

1. Develop the project title sheet including the preliminary index of drawings to be included; primary sections will include General, Civil, Process, Architectural, Structural, Mechanical, Electrical, Instrumentation
2. Identify primary sizing requirements of the proposed improvements, create preliminary plan layouts and evaluate spatial relationships to the facilities.
- 3.
4. Refine hydraulic profile analysis of each solids stream process component performed in Task 3. Develop mass balance and process flow diagrams for the system.
5. Define new power demand and existing demand to be maintained. Define primary (12,470V) and secondary (480V) power system modifications to the treatment plant to facilitate the digester location, if any. (NOTE: Facility electrical distribution system is City's, Excel Energy responsible for service to the meter only)
6. Identify limits of Project construction and interface points with daily operations during construction; temporary water, electric, access, construction staging and storage. Develop work sequence to insure no disruption of existing operations.
7. Identify demolition (including limits of demo)/reconstruction /temporary staff housing during construction and construction sequence.
8. Verify compliance with current electrical, mechanical, building and fire codes for all Project components.
9. Perform a constructability review of the proposed Project elements. Identify all Project elements requiring specialized construction methods and review alternatives. Identify all temporary construction needed to put permanent facilities in place.
10. Coordinate with independent VE Review firm at 30% and 60% Project design, and provide drawings, specifications, data and calculations to facilitate VE review.
11. Prepare general and civil drawings to show general site layout and topography, rough grading and required yard piping connections between each facility process element. Identify on-site location to stockpile excess earthwork material excavated from the new digester basin.
12. Prepare demolition drawings for the existing digester basins and equipment rooms including mechanical and power disconnects.
13. Prepare process drawings for the new digester basins including inlet and outlet piping and valves, aeration and mixing equipment, sludge waste pumps and piping and all associated miscellaneous items.
14. Prepare process drawings for the blower and pump house building(s) including equipment, piping, valves, liners, and all associated miscellaneous items.
15. Prepare architectural drawings for the blower and pump house building(s).
16. Prepare structural calculations and drawings for the new digester basins, blower and pump house building(s), including concrete, stairs, landings, handrails, gratings, and associated miscellaneous items.

1. Review and confirm the information in the PER.
2. Conduct a workshop with City staff to verify existing system operations, design preferences and other process design related information.
3. Prepare process calculations for the new digester basins.
4. Prepare process calculations for the blower and motive pumps.
5. Review and evaluate jet-aeration equipment (motive pumps, blowers, piping and control systems) and provide a recommendation as the basis of design for the project.
6. Review manufacturer's equipment information and establish parameters to meet the established design criteria.
7. Confirm with the jet aeration basis of design equipment manufacturer on design parameters, equipment sizing, maintenance access, structure configuration, piping connections, and electrical/instrumentation/controls.
8. Document FEMA floodplain status as it relates to the proposed project and identify any concerns and associated mitigation measures related to funding sources for construction.
9. Create conceptual site layout of the digester configuration including the primary (12,470V) electrical additions, and solids stream hydraulic profile beginning at the secondary clarifiers, existing drum thickener, new aerobic digesters, centrifuge, and ending at solids dryer.
10. Submit draft final design criteria memorandum to the City for review.
11. Incorporate review comments and publish the final memorandum.

Assumptions:

1. The Preliminary Engineering Report (PER) dated July 2016 prepared by HDR Engineering will be the starting point for developing the final design basis.
2. Jet-aeration equipment from 4 manufacturers will be included in the analysis.

Deliverables:

1. Draft Final Design Criteria Memorandum including design calculations, preliminary equipment specifications, preliminary layouts and solids stream hydraulic profile
2. Approved Final Design Criteria Memorandum

Task 4: Preliminary Design

Objective: Develop the design basis and criteria as defined in the PER, and prepare construction technical specifications and drawings with sufficient detail to demonstrate the functional and primary physical relationships of the Project elements.

Approach: ENGINEER will provide the following services during the preliminary design phase of the Project.

1. Develop the project title sheet including the preliminary index of drawings to be included; primary sections will include General, Civil, Process, Architectural, Structural, Mechanical, Electrical, Instrumentation
2. Identify primary sizing requirements of the proposed improvements, create preliminary plan layouts and evaluate spatial relationships to the facilities.
- 3.
4. Refine hydraulic profile analysis of each solids stream process component performed in Task 3. Develop mass balance and process flow diagrams for the system.
5. Define new power demand and existing demand to be maintained. Define primary (12,470V) and secondary (480V) power system modifications to the treatment plant to facilitate the digester location, if any. (NOTE: Facility electrical distribution system is City's, Xcel Energy responsible for service to the meter only)
6. Identify limits of Project construction and interface points with daily operations during construction; temporary water, electric, access, construction staging and storage. Develop work sequence to insure no disruption of existing operations.
7. Identify demolition (including limits of demo)/reconstruction /temporary staff housing during construction and construction sequence.
8. Verify compliance with current electrical, mechanical, building and fire codes for all Project components.
9. Perform a constructability review of the proposed Project elements. Identify all Project elements requiring specialized construction methods and review alternatives. Identify all temporary construction needed to put permanent facilities in place.
10. Coordinate with independent Value Engineering (VE) Review firm at 30% and 60% Project design, and provide drawings, specifications, data and calculations to facilitate VE review.
11. Prepare general and civil drawings to show general site layout and topography, rough grading and required yard piping connections between each facility process element. Identify on-site location to stockpile excess earthwork material excavated from the new digester basin.
12. Prepare demolition drawings for the existing digester basins and equipment rooms including mechanical and power disconnects.
13. Prepare process drawings for the new digester basins including inlet and outlet piping and valves, aeration and mixing equipment, sludge waste pumps and piping and all associated miscellaneous items.
14. Prepare process drawings for the blower and pump house building(s) including equipment, piping, valves, liners, and all associated miscellaneous items.
15. Prepare architectural drawings for the blower and pump house building(s).
16. Prepare structural calculations and drawings for the new digester basins, blower and pump house building(s), including concrete, stairs, landings, handrails, gratings, and associated miscellaneous items.

17. Prepare electrical layout, system diagrams, control drawings and schematics, instrumentation drawings, and detail drawings for electrical and control systems.
18. Prepare Mechanical/HVAC/Plumbing drawings for the blower and pump house building(s).
19. Prepare technical specifications for all work elements using Construction Specifications Institute (CSI) divisions 1 through 16.
20. Prepare a preliminary opinion of probable construction costs for the proposed improvements.
21. Prepare Categorical Exclusion documentation for execution by the OWNER.

Assumptions:

1. The design and construction of the project will be bid as a single construction project with a base bid identified as Alternative 3, Phase 1, in the PER, and a single additive alternate identified as Alternative 3, Phase 2, in the PER without the dryer replacement.. The design document drawings and specifications will be prepared during the preliminary design as one set of documents.
2. The preliminary specifications will include the major equipment specifications for the base and additive alternate bid as identified in the Project description.
3. The ENGINEER's standard technical specifications, in CSI format will be used as a basis for Divisions 1 through 16. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the treatment plant facilities to be constructed.
4. The estimated total sheet count for the construction drawings is 80.
5. Demolition will be on the existing mechanical, electrical and communication systems. No structural demolition is included.
6. Blower and pump house building(s) will be pre-engineered metal structures on concrete foundations with internal power and control rooms.
7. There is no backup generator included in the electrical part of the project.
8. The Project design will be funded by local and State funds. Construction funds will be supplemented with Federal and/or State loans or grants. The Project is subject to the requirements of the appropriate State agencies and all work related to agency reviews, funding and contract forms are included in the basic engineering services. Status reports and meetings required to facilitate agency review and progress reports are also included in basic services. Agency permit and review fees will be paid by the OWNER as reimbursable expenses.
9. The Project schedule includes review time for OWNER and other reviewing parties including attorneys, insurance counselor, and other advisors or consultants as OWNER deems appropriate. Any delay in those reviews could result in a change to the Project schedule.

10. The OWNER shall provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve the Project designed and specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of the Project. The ENGINEER shall provide all necessary documentation produced as part of the design process to support these reviews, approvals, and permits.
11. The OWNER will advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, independent Quality Control review, cost estimating, project peer review, value engineering, and constructability review.

Deliverables:

1. 30% and 60% review drawings and technical specifications
2. Constructability Review Memorandum
3. Categorical Exclusion documentation
4. Preliminary opinion of probable construction cost.
5. Value engineering workshops with City and consultant.

Task 5: Independent Value Engineering Review Support

Objective: To have an independent evaluation of the Project during preliminary and final design. The purpose of the independent Value Engineering (VE) Review is to confirm the design meets the OWNER's needs and to assist the OWNER in identifying improvements or corrections to the final design documents.

Approach: The OWNER will engage the services of an independent VE Review team to conduct an independent VE review of the Project at 30% and 60% design review stages of design.

ENGINEER will provide the following services throughout to facilitate the VE Review:

1. Include VE Review firm team members, as identified by OWNER, in appropriate correspondence, meetings, and information-sharing to facilitate VE Review firm's understanding of the Project.
2. Incorporate VE Review firm into review processes.
3. Provide data and back-up as requested by OWNER to the VE Review firm.

1. OWNER will retain the VE Review team as an independent contractor and pay for all costs associated with the VE Review team effort separately.
2. All VE Review firm recommendations will be agreed to by the OWNER and ENGINEER prior to incorporation into the Project.

Deliverables:

1. Paper and/or electronic copies, as requested by OWNER, of Project reference documents, environmental clearance information, preliminary plans, specifications, and back-up data for use by the VE Review team.

Task 6: Final Design

Objective: Prepare final contract documents, drawings and specifications indicating the scope, extent, and character of the Work to be performed and furnished by a Contractor to be engaged through a competitive bidding process. Final design documents will be sufficient in detail to place the proposed facilities on the ground and provide for a fully operational facility with the elements as described by the Project description.

Approach: ENGINEER will provide the following services during the final design phase of the Project.

1. Discuss and incorporate review comments of preliminary design from OWNER.
2. Discuss and incorporate revisions as a result of the independent VE review and/or review by other Project stakeholders.
3. Finalize primary sizing requirements of the proposed improvements; Complete final plan layouts and spatial relationships to the facilities.
4. Finalize manufacturer's equipment information and final construction details to meet the established design criteria.
5. Finalize the jet aeration basis of design equipment manufacturer design final construction details on equipment sizing, maintenance access, structure configuration, piping connections, and electrical/instrumentation/controls.
6. Finalize hydraulic profile analysis of each solids stream process component performed in Task 3. Complete mass balance and process flow diagrams for the system.
7. Coordinate with independent VE Review firm and provide drawings, specifications, data and calculations to facilitate VE review.
8. Finalize general and civil drawings to show general site layout and topography, finish grading and required yard piping connection details between each facility process element.
9. Finalize demolition drawings for the existing digester basins and equipment rooms including mechanical and power disconnects.

10. Finalize drawings and construction details for the new digester basins including inlet and outlet piping and valves, aeration and mixing equipment, sludge waste pumps and piping and all associated miscellaneous items.
11. Finalize drawings and construction details for the blower building including equipment, piping, valves, liners, and all associated miscellaneous items.
12. Finalize architectural drawings and construction details for the blower and pump house building(s).
13. Finalize structural drawings and construction details for the new digester basins, blower and pump house building(s), including concrete, stairs, landings, handrails, gratings, and associated miscellaneous items.
14. Finalize electrical layout, system diagrams, control drawings and schematics, instrumentation drawings, and detail drawings for electrical and control systems.
15. Finalize Mechanical/HVAC/Plumbing drawings for the pump and blower buildings.
16. Finalize technical specifications for all work elements using Construction Specifications Institute (CSI) divisions 1 through 16.
17. Prepare a final opinion of probable construction costs for the proposed improvements.
18. Prepare Contract documents for use on the project
19. Submit 95% project documents to the OWNER, NMED CPB and GWQB for review and approval.
20. Incorporate 95% review comments into final construction documents.
21. Submit stamped contract documents, technical specifications and plans to the OWNER.

Assumptions:

1. See assumptions under preliminary design.
2. The contract documents to be used for the Project shall be designated by the OWNER. If the contract document to be used is not a conventional format already in use by the ENGINEER (EJCDC or other standard) , OWNER will provide an editable MS WORD document electronic file to the ENGINEER for use in preparing the contract documents for the Project.
3. The OWNER will provide (if desired as part of contract document preparation) review and approval, by accounting, bond and financial advisory, independent cost estimating, insurance counseling and legal services working on behalf of the OWNER.
4. Stamped document deliverables will be the "stopping point" of the design effort if construction funding is not secured.

Deliverables:

1. 95% review drawings and technical specifications
2. 95% preliminary opinion of probable construction cost.
3. Submission of plans to NMED for approvals

4. Final stamped drawings 11-inch x 17-inch and Specifications 8 1/2 –inch by 11-inch for OWNER's use
5. One (1) master 22-inch x 34-inch paper plotted set of bid package drawings for OWNER's use
6. Final stamped electronic drawing and specification files in Adobe Portable Document Format (.pdf) on DVDs for bidding. Word format (editable) and CAD drawings will be provided for City records.
7. One (1) print-ready master set of final bid package specifications in Adobe Portable Document (.pdf) format on DVDs

Task 7: NMED CWSRF Funding Assistance

Objective: Provide technical support to the City of Hobbs to secure construction funding for the project through the NMED Clean Water State Revolving Loan Fund (CWSRF).

Approach: ENGINEER will provide the following services during the permit update phase of the Project.

1. Meet with CWSRF Program Administrator and staff to ensure use of the most recent forms and procedures for the current funding cycle.
2. Prepare and submit a CWSRF Integrated Projects Priority List Application package for the selected project. This includes strategizing in regard to affordability criteria elements and Green Project Reserve determination.
3. Prepare and submit the subsequent readiness documents required to finalize the funding package.
4. Attend application reviews meetings and provide supplemental information as necessary to support the application process.

Assumptions:

1. OWNER to provide all supporting financial and demographic data required for the application forms.
2. Funding application amount and final project description to be developed as part of the final planning process.

Deliverables:

1. CWSRF Project Interest Form
2. Completed final application
3. Requested application support documents

FEES

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Compensation terms and not-to-exceed (NTE) amounts for each scoped task contained in Attachment A are provided below. Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. Lump Sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task.

The Total Contract Not to Exceed amount for the scope of work as presented is \$526,304. Changes to this amount will only be accomplished by written amendment to this scope.

FINAL PLANNING, ASSISTANCE WITH FUNDING ACQUISITION, PRELIMINARY AND FINAL DESIGN

Task 1: Communications and Project Management

Lump Sum Amount \$ 60,120

Task 2: Supplemental Site Data Acquisition

Lump Sum Amount \$ 50,130

Task 3: Final Planning and Establishment of Final Design Criteria

Lump Sum Amount \$ 60,768

Task 4: Preliminary Design

Lump Sum Amount \$ 201,368

Task 5: Independent Value Engineering Review Support

Lump Sum Amount \$ 13,835

Task 6: Final Design

Lump Sum Amount \$ 134,243

Task 7: NMED CWSRF Application Funding Assistance

Lump Sum Amount \$ 5,840

Reimbursable expenses including: mileage (federal prevailing IRS rate), per diem, reproduction of documents, postage/shipping, newspaper notices, etc. will be invoiced at cost with no markups or fee

added.

Expenses (Initial Budget)

\$ 3,500

PROJECT SCHEDULE

FINAL PLANNING, ASSISTANCE WITH FUNDING ACQUISITION, PRELIMINARY AND FINAL DESIGN

The time periods for the performance of ENGINEER's services are as shown on the attached Project schedule, assuming a notice to proceed (NTP) is provided to the ENGINEER by March 13, 2017. ENGINEER will update the Project schedule with the same Task time-frames if NTP is later than March 13, 2017, unless otherwise agreed by ENGINEER and OWNER.

Task 2 survey and geotech deliverables will be completed on or before April 28, 2017

Task 3 final design criteria deliverables will be completed on or before May 26, 2017

Task 4 30% design deliverables will be completed on or before July 26, 2017

Task 4 60% design deliverables will be completed on or before September 15, 2017

Task 5 final design deliverables will be completed on or before December 16, 2017

Engineer: Bohannon Huston, Inc.

Owner City of Hobbs

Signature: 

Signature _____

Title: Sr Vice President

Title: _____

Date: 2/22/17

Date _____

Engineer: Bohannon Huston, Inc.

Signature: 

Title: CEO

Date: 2/22/17

DESIGN SCOPE FEE (Rev 2)

Name of Project: City of Hobbs Aerobic Digester Replacement Date of proposal: 2/23/2017
 Client: _____ Prepared by: Rob Richardson/Matt Thompson
 Principal-in-Charge/ PM, Des. Eng: Rob Richardson Approved by: inits, LJS

Task / Activity	# of Sheets	Hourly Rate												Subconsultant	Reimbursable Expense	Task Sub-Totals		
		Engineer 7 \$ 235	Engineer 6 \$ 205	Engineer 5 \$ 165	Engr Tech 8 \$ 115	Engineer 4 \$ 145	Engineer 3 \$ 125	Engineer 2 \$ 105	Engineer 1 \$ 95	Eng. Tech 4 \$ 90	Eng. Tech 3 \$ 80	Diana AA 4 \$ 65	Per-Hrs			Cost		
TASK 1: DESIGN PHASE COMMUNICATION																		
Prepare Work Plan	24														8		312	\$ 69,180
Progress Meetings/Teleconf	64														8		72	\$ 16,720
Weekly Coordination	120														32		152	\$ 30,820
Project Documentation/Quality control	16														40		56	\$ 7,160
																		\$ -
TASK 2: SUPPLEMENTAL SITE DATA ACQUISITION																		
Site Survey/Map Utilities	2															Periogram	168	\$ 50,136
Complete record drawings	8					24										\$ 14,000	2	\$ 19,170
Utility Profiling																\$ 2,500	152	\$ 16,760
Geotechnical Investigation and Report	2					4										\$ 12,500	8	\$ 3,945
																	6	\$ 14,255
TASK 3: FINAL PLANNING AND DESIGN CRITERIA																		
Review and confirm PER info	4															Perogram	274	\$ 60,764
Design Criteria Workshop	40						20	20								800	4	\$ 1,768
Process calculations and diagram	2							8								2500	80	\$ 17,450
Equipment Evaluations	4							40								2000	10	\$ 3,680
FEMA Floodplain Determination	1					1							2	1		6000	44	\$ 12,300
Conceptual site layouts	2							20								3000	5	\$ 645
Solids stream hydraulic profile	1															1000	62	\$ 10,150
Prepare design criteria memorandum	16							9	16							4000	16	\$ 2,900
																	53	\$ 12,345
TASK 4S: PRELIM AND FINAL DESIGN																		
General																		
Cover Sheet	1																2348	\$ 335,611
Site Vicinity Map, Site Location, Sheet Index	1																2	\$ 160
General Symbols and Abbreviations	1																3	\$ 285
General Notes and Legend	1																2	\$ 300
General Site Plan - WWTP	1	4															1	\$ 300
Contract Documents	8																6	\$ 2,290
																	16	\$ 3,240
																		\$ -
Civil Design																		
Civil Notes and Legend	1	1															3	\$ 445
Civil Demolition Plan	1	1															2	\$ 455
Civil Site Plan/Horizontal Control Plan	1																16	\$ 1,720
Civil Yard Piping Plan - base	1	1															8	\$ 7,555
Civil Yard Piping Plan - enlargements	2	1															24	\$ 6,835
Paving and Grading Plan	1	1															16	\$ 8,195
Standard Civil Details	3	1															24	\$ 6,355
Technical Specifications/cost estimates		4															40	\$ 3,220
																		\$ -
Process Design																		
Process Notes and Legend	1	1															8	\$ 1,521
Process Symbols and Abbreviations	1	1															8	\$ 1,627
Process Diagram, Design Basis	1	8															8	\$ 6,400
Solids Stream Hydraulic Profile	1	2															8	\$ 3,990
Digester Basin Plan and Details	3	2															40	\$ 14,250
Blower Building Plan and Details	3	4															24	\$ 12,840
Pump Room Plan and Details	3	1															40	\$ 9,355
Air Piping Plan and Profiles	2	2															16	\$ 8,670
Technical Specifications/cost estimates		8															24	\$ 14,740
																		\$ -
Architectural Design																		
Architectural Notes, Legend, and Codes	1	1															4	\$ 1,415
Architectural Symbols and Abbreviations	1	1															4	\$ 1,415
Blower Building Plan and Details	3	4															16	\$ 8,420
Pump Room Plan and Details	3	1															16	\$ 4,475
Architectural Schedules/Details	2																6	\$ 1,050
Technical Specifications/cost estimates		1															16	\$ 4,435
																		\$ -
Structural Design																		
Process Notes, Legend, and Codes	1	1															4	\$ 1,415
Process Symbols and Abbreviations	1	1															4	\$ 1,415
Digester Basin Plan and Details	3	2															80	\$ 23,830
Blower Building Plan and Details	2	4															40	\$ 15,680
Pump Room Plan and Details	2	1															40	\$ 15,335
Structural Details	2	1															16	\$ 12,575
Technical Specifications/cost estimates																	20	\$ 6,350
																		\$ -
Electrical/Instrumentation Design																		
Process Notes, Legend, and Codes	1																2	\$ 470
Electrical Symbols and Abbreviations	1																1	\$ 235
Electrical Demolition/Staging Plan - WWTP	1																8	\$ 2,600
Electrical Site Plan - WWTP	1	4															16	\$ 5,060
Electrical Site Plan - Enlarged views	1	2															16	\$ 4,690
Single Line Diagrams - Schedules	2	4															8	\$ 3,900
Single Line Diagrams - MCC and Elevation	1	1															8	\$ 2,115
Blower Building Power Plan	1	4															16	\$ 5,060
Blower Building Lighting Plan	1	1															4	\$ 1,715
Blower Building Instrumentation/Control Plan	1	8															18	\$ 6,000
Pump Room Building Power Plan	1	1															18	\$ 4,355
Pump Room Blower Building Lighting Plan	1	1															4	\$ 1,715
Control Schematics	2	5															24	\$ 6,455
Panelboard Schedules	2	5															16	\$ 3,945
Standard Electrical Details	2																16	\$ 4,120
Instrumentation Notes, Symbols and Legend	1																1	\$ 325
Instrumentation Diagrams	4	5															24	\$ 8,345
Control System Architecture Diagram	1	8															18	\$ 5,100
Control System Architecture Details	1																24	\$ 5,260
Technical Specifications/cost estimates																	24	\$ 7,620
																	18	\$ -
Mechanical Design																		
Process Notes, Legend, and Codes	1																2	\$ 350
Mechanical Symbols and Abbreviations	1																1	\$ 235
Blower Building HVAC Plan	1	2															8	\$ 3,890
Blower Building Plumbing Plan	1	1															8	\$ 3,565
Pump Room HVAC Plan	1	2															8	\$ 3,890
Pump Room Plumbing Plan	1	1															8	\$ 3,565

DESIGN SCOPE FEE (Rev 2)

Name of Project: City of Hobbs Aerobic Digester Replacement Date of proposal: 2/23/2017
 Client: _____ Prepared by: Rob Richardson/Mat Thompson
 Principal-in-Charge/ PM, Des. Eng: Rob Richardson Approved by: inits. LJS

Task / Activity	# of Sheets	Hourly Rate:	Engineer 7	Engineer 6	Engineer 5	Engr Tech 0	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Engr Tech 4	Engr Tech 3	Diana AA 4	Subconsultant	Reimbursable Expenses	Task Sub-Totals	
			\$ 235	\$ 205	\$ 165	\$ 115	\$ 145	\$ 125	\$ 105	\$ 65	\$ 60	\$ 80	\$ 85			Per-Hrs	Cost
Plumbing Schedules/Details	1						8				8	8				22	\$ 2,460
HVAC Schedules/Details	1						8				8	8				22	\$ 2,460
Technical Specifications/cost estimates			4				24						8			35	\$ 5,100
Total:	32																
Internal QA/QC																	
Constructability Review			8	8	8											24	\$ 4,840
Final plans/Specs Review			8	16	16									\$ 2,500		40	\$ 10,450
Reimbursable																	
Printing															\$ 1,000		\$ 1,000
Vehicle Mileage															\$ 2,500		\$ 2,500
Task 6: INDEPENDENT VE REVIEW													Ageman			102	\$ 13,835
Include VE team in correspondence			4										8			12	\$ 1,620
Provide VE team with data and deliverables			2										8			10	\$ 1,150
First VE workshop			16						16							32	\$ 2,790
Second VE workshop			16						16							32	\$ 5,440
Review and integrate QC comments			2		2	2	2				8			\$ 750	16	\$ 2,635	
Task 7: NMED CWSRF Funding Assistance																43	\$ 5,840
Notice of Intent			1		1								1			3	\$ 435
CWSRF Application			1		4								8			13	\$ 1,575
NMFA Coordinator/Follow up Assistance			2		18								4			24	\$ 3,780
TOTAL HRS:			493	24	266	80	418	272	465	55	932	2	236	\$ 82,850	\$ 3,600	3214	\$ 526,304
TOTAL PROJECT COST:																	\$ 526,304

**CITY OF HOBBS
AEROBIC DIGESTER REPLACEMENT**

ID	Task Name	Duration	Start	Finish	2017											
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	Task 1. Communications and Project Management	218 days	Mon 3/13/17	Wed 1/10/18	Task 1. Communications and Project Management											
2	Task 1.1 - Project Management	218 days	Mon 3/13/17	Wed 1/10/18	Mar 13 '17 → Jan 10 '18											
3	Task 1.2 - Conference Calls	218 days	Mon 3/13/17	Wed 1/10/18												
4	Task 1.3 - Progress Meetings	218 days	Mon 3/13/17	Wed 1/10/18												
5	Task 1.4 - Reports	218 days	Mon 3/13/17	Wed 1/10/18												
6	Task 2. Supplemental Site Data Acquisition	33 days	Mon 3/13/17	Wed 4/26/17	Task 2. Supplemental Site Data Acquisition											
7	Task 2.1 - Design Survey	33 days	Mon 3/13/17	Wed 4/26/17	Mar 13 '17 → Apr 26 '17											
8	Task 2.2 - Record Drawing Reconciliation	33 days	Mon 3/13/17	Wed 4/26/17												
9	Task 2.3 - Geotechnical Investigation	33 days	Mon 3/13/17	Wed 4/26/17												
10	Task 3. Final Planning/ Final Design Criteria	54 days	Mon 3/13/17	Thu 5/25/17	Task 3. Final Planning/ Final Design Criteria											
11	Task 3.1 - PER Review	54 days	Mon 3/13/17	Thu 5/25/17	Mar 13 '17 → May 25 '17											
12	Task 3.2 - Design Criteria Workshop	54 days	Mon 3/13/17	Thu 5/25/17												
13	Task 3.3 - Equipment Evaluation	54 days	Mon 3/13/17	Thu 5/25/17												
14	Task 3.4 - Final Design Criteria Memo	54 days	Mon 3/13/17	Thu 5/25/17												
15	Task 4. Preliminary Design	77 days	Fri 6/9/17	Mon 9/25/17	Task 4. Preliminary Design											
16	Task 4.1 - General/Civil	77 days	Fri 6/9/17	Mon 9/25/17	Jun 9 '17 → Sep 25 '17											
17	Task 4.2 - Process	77 days	Fri 6/9/17	Mon 9/25/17												
18	Task 4.3 - Architectural	77 days	Fri 6/9/17	Mon 9/25/17												
19	Task 4.4 - Mechanical	77 days	Fri 6/9/17	Mon 9/25/17												
20	Task 4.5 - Structural	77 days	Fri 6/9/17	Mon 9/25/17												
21	Task 4.6 - Electrical	77 days	Fri 6/9/17	Mon 9/25/17												
22	Task 4.7 - Instrumentation	77 days	Fri 6/9/17	Mon 9/25/17												
23	Task 5. Independent Value Engineering Review	49 days	Tue 7/25/17	Fri 9/29/17	Task 5. Independent Value Engineering Review											
24	Task 5.1 - First VE Workshop	9 days	Tue 7/25/17	Fri 8/4/17	Jul 25 '17 → Sep 29 '17											
25	Task 6.8 - Second VE Workshop	10 days	Mon 9/18/17	Fri 9/29/17	Task 5.1 - First VE Workshop Jul 25 '17 → Aug 4 '17											
26	Task 5.1 - Value Engineering Technical Support	10 days	Mon 9/18/17	Fri 9/29/17	Task 6.8 - Second VE Workshop Sep 18 '17 → Sep 29 '17											
27	Task 6. Final Design	55 days	Mon 10/2/17	Fri 12/15/17	Task 6. Final Design											
28	Task 6.1 - General/Civil	55 days	Mon 10/2/17	Fri 12/15/17	Oct 2 '17 → Dec 15 '17											
29	Task 6.2 - Process	55 days	Mon 10/2/17	Fri 12/15/17												
30	Task 6.3 - Architectural	55 days	Mon 10/2/17	Fri 12/15/17												
31	Task 6.4 - Mechanical	55 days	Mon 10/2/17	Fri 12/15/17												
32	Task 6.5 - Structural	55 days	Mon 10/2/17	Fri 12/15/17												
33	Task 6.6 - Electrical	55 days	Mon 10/2/17	Fri 12/15/17												
34	Task 6.7 - Instrumentation	55 days	Mon 10/2/17	Fri 12/15/17												
35	Task 7. CWSRF Funding Assistance	125 days	Mon 3/27/17	Fri 9/15/17	Task 7. CWSRF Funding Assistance											
36	Task 7.1 - Notice of Intent	5 days	Mon 3/27/17	Fri 3/31/17	Mar 27 '17 → Mar 31 '17											
37	Task 7.2 - Application	34 days	Tue 8/1/17	Fri 9/15/17	Task 7.2 - Application Aug 1 '17 → Sep 15 '17											



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 6, 2017

SUBJECT: Professional Service Agreement with Lea County Humane Society

DEPT. OF ORIGIN: Community Services
DATE SUBMITTED: 2/28/2017
SUBMITTED BY: Britt Lusk, Administrative Services Director

Summary:

In 2009 a partnership between Lea County Humane Society and the City of Hobbs and a shared commitment to a 10 year plan to become a no kill facility began. That commitment has been realized early thanks to the successful partnership. The LCHS partnership provides 2 staff to help with the daily care, including cleaning up after and feeding, of the animals that reside at the Hobbs Animal Adoption Center, multiple adoption events, shot clinics, and spay and neuter certificates to Lea County residents. More recently the partnership includes the rescue transport that rescues thousands of animals annually by transporting them to places for adoption nationally and internationally.

The professional services agreement exist to establish the relationship of the City of Hobbs and the Lea County Humane Society and designate the duties of each party.

Fiscal Impact: N/A

Reviewed By: [Signature]

Finance Department

The fiscal impact of the professional services agreement results in a cost savings due to Lea County Humane Society providing staff to work at the Hobbs Animal Adoption Center to assist in providing care for the animals.

Attachments:

Professional Services Agreement Between the City of Hobbs and Lea County Humane Society, INC.

Data regarding intake numbers and euthanasia to reach goal of "No Kill" status

Legal Review:

Approved As To Form: [Signature]

City Attorney

Recommendation:

Motion to approve the Professional Service Agreement Between the City of Hobbs and Lea County Humane Society, INC.

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. _____

A PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF HOBBS AND
LEA COUNTY HUMANE SOCIETY, INC.

WHEREAS, NMSA 1978 Section 3-17-1 (1993) provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City of Hobbs recognizes that through cooperation with the Lea County Humane Society we will more effectively address the high number of unwanted and nuisance dogs and cats within the City of Hobbs; and

NOW, THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Lea County Humane Society, Inc. (hereinafter referred to as "LCHS"), hereby do agree as follows:

1 PARTNERSHIP

City and LCHS agree to partner in order to accomplish the following goals:

1.1 Adopt dogs and cats to properly screened and approved adopters based on adoption policies as set forth by City.

1.2 Reduce the numbers and consequently the expense, of euthanasia of dogs and cats by objectives set forth by the City.

2 FACILITY

2.1 City will provide LCHS office space at the Hobbs Animal Adoption Center ("HAAC"). LCHS shall bear all administrative costs associated with said office, including telephone, fax and internet expenses. The Hobbs City Manager or his designee shall approve the specific office and shall have sole authority to determine policy and rules regarding the day-to-day usage.

2.2 City may permit LCHS use of the educational/public meeting room, to include usage during evenings and weekends when necessary and convenient for LCHS to perform its duties under this Agreement. Scheduling shall occur by and through the HAAC Manager who has sole authority as to scheduling.

2.3 LCHS employees and volunteers will abide by Facility policy, rules and regulations.

2.4 City retains the right to bar any LCHS employee or volunteer from the facility who fails to follow City policies and procedure. The determination shall be at the sole discretion of the City Manager or his designee.

2.5 LCHS may conduct up to four spay/neuter clinics per year. LCHS shall bear all costs, including but not limited to Veterinarian services, purchase of drugs used in surgical procedures (pre-surgical, surgical and post-surgical), and LCHS shall provide all staffing associated with surgical procedures. All HAAC guidelines shall be adhered to during all surgical procedures. Clinics shall be scheduled through City Manager or his designee.

3 ADOPTIONS/RESCUES

3.1 LCHS shall develop, advertise, and conduct in conformity with Facility policy as set forth by the City three (3) adoption events throughout Lea County each year. LCHS shall bear all costs associated with these events.

3.2 LCHS shall assist HAAC staff regarding adoption statistics and events.

3.3 LCHS shall regularly and consistently promote adoptions and responsible pet ownership through advertising, public events and educational programs.

3.4 LCHS shall perform other duties to assist in adoptions and the preparation of the animals for adoptions.

3.5 LCHS shall provide a LCHS employee to interact with all rescues in reference to accepting animals from the facility, provide lists and emails to rescues of available pets, and provide assistance with all activities that are transport related.

4 LCHS RESPONSIBILITIES

4.1 LCHS shall provide LCHS employees to assist with the daily cleaning of kennels, cat areas, display area, bonding area and runs in accordance with policies set forth by City.

4.2 LCHS shall provide LCHS employees to assist with feeding, watering, caring for, exercising and providing for the safety of all animals in the adoption facility.

4.3 LCHS shall provide up to five (5) spay/neuter certificates per month to Lea County residents whom qualify for the low cost guidelines set forth by the City.

5 ANIMAL HOUSING AND EUTHANASIA

5.1 It is the parties' goal to be a no-kill facility.

5.2 City shall maintain adoptable animals in the Adoption Building, unless the animal becomes unhealthy or unadoptable.

5.3 City shall be responsible for all euthanasia and the determination of which animal(s) are unhealthy or unadoptable.

6 PERSONNEL

6.1 LCHS shall provide staff to assist city staff to develop weekly work schedules for LCHS employees and volunteers at least one week in advance.

6.2 LCHS shall provide up to 3 full time employees/volunteers to assist in the daily care of animals in the adoption facility, maintain PACFA standing for transports of animals to other communities, and maintain good standing and open relationships with rescue groups through proper channels of communication. All LCHS employees shall be subject to supervision by HAAC Manager.

6.3 LCHS employees and volunteers are not employees of City. They shall not be entitled to City benefits, Workers' Compensation, or retirement. LCHS shall be responsible for all employee evaluations, discipline, hiring and termination subject to input from HAAC Manager.

7 MISCELLANEOUS PROVISIONS

7.1 This agreement shall terminate on 31 December 2017.

7.2 LCHS shall maintain a General Liability Insurance policy in the amount of \$1,000,000.00 that will cover its employees and volunteers for any damages or injuries incurred at, or on adjoining properties of, the Hobbs Animal Adoption Center and for any damages or injuries sustained by others from LCHS employees' and volunteers' negligence. The City of Hobbs shall be named as an additional insured party. LCHS shall provide to the City a copy of the complete policy evidencing said coverage.

7.3 The agreement may be extended on a year-to-year basis upon written agreement of the parties signed thirty (30) days prior to the original termination date or any extensions.

This clause providing for an extension in no way guarantees any extension beyond this agreement. The continuation or renewal of the agreement will be reviewed on a year-by-year basis.

7.4 Either party may terminate this agreement upon the other party's substantial breach of any term or condition contained in this document, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party that, unless the breach is cured within the time limits contained herein, the agreement shall terminate without further notice at the end of the cure period. Upon termination of the agreement, LCHS shall surrender the premises to City.

7.5 LCHS does not have the right to assign this agreement.

7.6 LCHS shall give City prompt and timely notice of any claim made or suit instituted against LCHS which may in any way directly or indirectly, contingently or otherwise result in a claim or judgment against City.

7.7 LCHS shall indemnify the city of all actions, negligence resulting from the actions of LCHS employees or volunteers including, but not limited to, negotiated settlements, judgments, attorneys' fees and costs. In the event a matter is litigated the Court shall award reasonable attorney fees to the prevailing party, notwithstanding in-house counsel represents a party.

7.8 This agreement shall not be altered or amended except by instrument in writing executed by the parties.

7.9 This agreement incorporates all of the conditions, agreements and understandings between the parties concerning the subject matter of this service, and all such conditions, agreements and understandings have been merged into the written agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written agreement.

CITY OF HOBBS, NEW MEXICO:

JAN FLETCHER, City Clerk

SAM COBB, Mayor

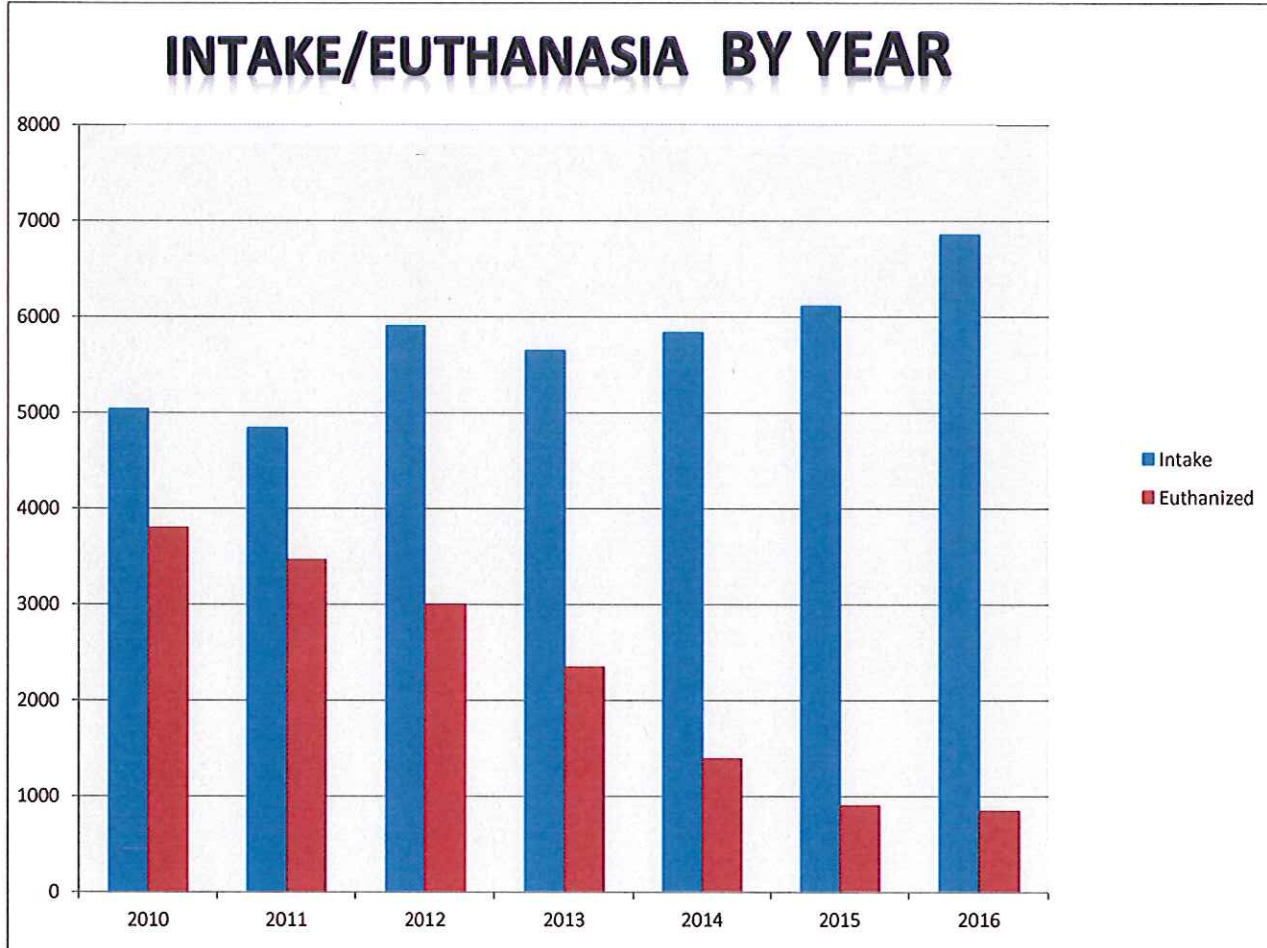
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

MICHAEL H. STONE, City Attorney

LEA COUNTY HUMANE SOCIETY, INC.

PETE TURNER, President

	Year						
	2010	2011	2012	2013	2014	2015	2016
Intake	5037	4840	5901	5644	5830	6107	6852
Euthanized	3797	3461	2996	2342	1386	896	842
Save Rate	25%	28%	49%	59%	76%	85%	88%
Adopted	488	554	849	856	903	752	959
Rescued	20	69	140	933	1146	1941	2170
RTO	348	393	392	420	434	457	535
Sterile Only		95		148	267	420	773
Shot Clinic			760	927	1245	971	1286
DAF		58	59	91	137	57	126
DOA		197	290	267	351	377	415
Escaped		37	41	47	38	30	35



Percentage Saved

◆ Percentage Saved

