



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

Monday, August 19, 2024 - 6:00 PM

	Sam D. Cobb, Mayor	
R. Finn Smith	Christopher R. Mills	Larron B. Fields
Commissioner - District 1	Commissioner - District 2	Commissioner - District 3
Joseph D. Calderón	Dwayne Penick	Don R. Gerth
Commissioner - District 4	Commissioner - District 5	Commissioner - District 6

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
View online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 5, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Monday, August 19, 2024, as "SkillsUSA National Gold Medals Day" (*Sam Cobb, Mayor*)
3. Proclamation Proclaiming Monday, August 19, 2024, as "Never Give Up Day" (*Sam Cobb, Mayor*)

4. Recognition of City Employees - Milestone Service Awards for the Month of August, 2024 (*Manny Gomez, City Manager*)

- 5 years – Linda Saiz, Hobbs Police Department
- 10 years – Tammy Morales, Motor Vehicle Department
- 10 years - Ward Harrington, Hobbs Police Department
- 15 years - Mark Doporto, Hobbs Fire Department

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

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

5. Resolution No. 7532 - Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 24-25 (*Sam Cobb, Mayor*)
6. Resolution No. 7533 - Authorizing the Appointment of Dennis Shearer to the Cemetery Advisory Board (*Sam Cobb, Mayor*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. Resolution No. 7534 - Authorizing a Grant Agreement with the New Mexico Department of Transportation for DFA Appropriation ID I3289 NMDOT Control Number C2243289 to Plan, Design, and Construct Improvements on NM Highway 208 in the Amount of \$2,000,000 (*Shelia Baker, General Services*)
8. Consideration of Approval of a Contract with Constructors, Inc., in the Amount of \$928,560.48 for Mill and Overlay of Portions of Grimes and Industrial (State of New Mexico Price Agreement 40-80500-23-17072) (*Shelia Baker, General Services*)
9. Consideration of Approval of a Contract with GM Emulsion, LLC, in the Amount of \$858,094.53 for Crack Sealing Various City Streets (State of New Mexico Price Agreement 20-80500-22-16972) (*Shelia Baker, General Services*)
10. Consideration of Approval of Bid No. 1610-25 for Full Depth Reclamation Work and Recommendation to Accept Bid from Constructors, Inc., in the Amount of \$416,230.99 (*Shelia Baker, General Services*)

11. Consideration of Approval of Award Bid No. 1612-25 GSB-88 for Heavy Work and Recommendation to Accept Bid from Specialty Applicators, LLC, in the Amount of \$3,424,907.13 (*Shelia Baker, General Services*)
12. Consideration of Approval of a Sole Source Purchase from EH Wachs Utility Products for an Effluent Pipeline Valve Maintenance Machine in the Amount of \$91,581.10 (*Tim Woomer, Utilities Director*)
13. Resolution No. 7535 - Approving Submission of the FY 2025 Fire Protection Grant Council Grant Application for the Hobbs Fire Department (*Mark Doporto, Fire Chief*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

- Next Meeting Dates:

City Commission Regular Meeting:

- Tuesday, September 3, 2024, at 6:00 p.m.
- Monday, September 16, 2024, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Minutes of the August 5, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 8/8/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Fiscal Impact:

Attachments:

August 5, 2024

Recommendation:

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 5, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Medjine Desrosiers-Douyon, Deputy City Attorney
Amber Leja, Assistant City Attorney
Julie Nymeyer, Executive Assistant
Bobby Arther, Municipal Judge
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Chad Wright, Police Captain
Marina Barrientes, Police Captain
Jessica Silva, Code Enforcement Superintendent
Ryan Herrera, Deputy Fire Chief
Chris Henry, Battalion Chief
Adam Marinovich, Fire Captain Inspector
Tony Alarcon, Fire Inspector
Toby Spears, Finance Director
Nicki Lawless, Library Director
Doug McDaniel, Recreation Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Sheila Baker, General Services Director
Anthony Henry, Acting City Engineer
Tim Woome, Utilities Director
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Tracy South, Assistant HR Director
Chad Littlejohn, Marketing Coordinator
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
3 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of July 15, 2024, be approved as written. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

None.

Public Comments

Ms. Evelyn Nunez, Community Services Assistant, announced that Code Enforcement will be hosting a Community Clean Up event in celebration of National Clean Up Month in September. She stated three events will be held on September 13, 2024, on the Lovington Highway Trail; September 21, 2024, on East Marland St and Donahue Ave; and September 29, 2024, on East Pedigree Lane and Conquistador Lane. She stated forms are now available for the public to sign up and are located at the Code Enforcement Office at 301 North Dalmont. She requested volunteer forms to be submitted by September 5, 2024, which is one week prior to the event. Ms. Nunez encouraged volunteers, including families, small businesses, teams, non-profit organizations and City representatives to attend and participate in cleaning up the community.

Consent Agenda

Mayor Cobb explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

On the consent agenda item, Mayor Cobb asked for the record to reflect the City's Voting Delegate for the New Mexico Municipal League Conference will be Commissioner Don Gerth and the Alternate Voting Delegate will be Mr. Manny Gomez, City Manager.

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

Resolution No. 7522 – Appointing a Voting Delegate and Alternate Delegate for the Annual New Mexico Municipal League Conference on August 13-16, 2024, in Clovis, New Mexico

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

Discussion

None.

Action Items

Resolution No. 7523 – Opposing Construction Industries Division’s (CID) Residential Energy Conservation Code Rule Which Mandates the Implementation of Electric Vehicle Supply Equipment (EVSE) for Electric Vehicle (EV) for All Future Residential Dwellings and Commercial Facilities and Retail Spaces

Mayor Cobb stated this particular bill was brought to the Legislature during the last session and failed but the Governor has now made this an Executive Order. The rule requires if someone is building a new home or commercial building, or doing a major remodel to a home, it is now a requirement to run all electricity to an outlet somewhere on the property for charging an electrical vehicle. Mayor Cobb stated this could cost as little as \$10,000.00 for a homeowner or as much as \$50,000.00 to \$75,000.00 for a commercial building.

Commissioner Penick stated it could cause the cost of building a new home to rise by as much as \$20,000.00 and people who do not own or plan to own electric vehicles will be required to have these charging stations at their homes.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7523 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7524 – Authorizing an Allocation of Lodgers’ Tax to Fund Various Events for FY 2025

Mr. Toby Spears, Finance Director, stated the Lodgers’ Tax Board failed to make quorum on July 10, 2024, and the following entities are requesting lodgers’ tax funding for future events. City staff has reviewed the requests and recommends the following funding allocations:

- Hobbs Airfield Speedway \$6,288.00 (two events)
- United Way of Lea Count \$9,830.00 (one event)
- Hobbs Eagle Quarterback Club \$10,100.00 (HHS Football Fall Season)
- Hobbs USSSA \$9,000.00 (one event)
- New Mexico Junior College \$10,070.00 (one event)
- Lea County Center of the Arts \$10,290.00 (three events)

Mr. Spears stated the total recommended funding for these events totals \$55,578.00.

Mayor Cobb and the Commission wished the Hobbs Eagle Football Team the best of luck in their upcoming season.

Commissioner Mills stated it is important for the Board to meet instead of being unable to make a quorum for the last several meetings.

Mayor Cobb stated he will speak with some of the Board members to find out if they are no longer interested in serving on the Board or if they are too busy to attend.

In response to Commissioner Smith's question, none of the Lodgers' Tax requesters in the audience wished to speak in opposition to the funding recommendations.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7525 with the funding allocations as recommended by staff. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7525 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (617 South Eighth St., 414 East Lea, 719 South Jefferson, 414 West Clinton and 409 West Rainbow)

Ms. Amber Leija, Assistant City Attorney, and Ms. Jessica Silva, Code Enforcement Superintendent, identified five properties located at 617 South Eighth St., 414 East Lea, 719 South Jefferson, 414 West Clinton and 409 West Rainbow, which present health, life, and safety hazards and require remediation or removal from the municipality. Ms. Silva presented photographs showing the properties and the damage to each of them. She stated demolition and clean-up to these properties will cost approximately \$114,865.14 and the current budget has an adequate balance to sustain this expenditure.

Following some discussion about each property and the notification to the owners/family members, Commissioner Fields moved to approve Resolution No. 7525 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth

yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7526 - Authorizing the City Manager to Enter into a Contract with the Non-Metro Area Agency on Aging for the Hobbs Senior Center

Mr. Doug McDaniel, Recreation Director, along with Mr. Mary Puccio, Senior Center Director, stated the Hobbs Senior Center currently provides congregate meals and transportation services to the Senior community in Hobbs. Ms. Puccio stated this fiscal year, it is anticipated the Senior Center will distribute approximately 48,000 meals and provide approximately 3,000 units of transportation. She stated the Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging, in which the City of Hobbs Senior Center has been awarded up to \$240,089.14 in grant funding from this contract. The City is anticipating expenditures of approximately \$301,346.11 on meals and transportation during FY 25.

In response to Commissioner Fields' question, Ms. Puccio stated you would need to be 60 years of age to be eligible for Meals on Wheels.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7526 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7527 – Authorizing a Memorandum of Understanding with Lea County for the Airline Subsidy for FY 24-25 (Valerie Chacon, City Attorney) Consideration of Approval of a Professional Services Contract with Alpha Southwest in the Amount of \$903,154.52 for the Jefferson Booster Pump Station Emergency Stand-By Generator Project

Ms. Medjine Desrosiers-Douyon, Deputy City Attorney, explained the resolution and Memorandum of Understanding with Lea County detailing the terms and responsibilities of the joint requirements for the airline subsidy. The City of Hobbs and Lea County will provide subsidy funding up to \$3,479,596.50 pursuant to the agreement for FY 2024-2025. The County has already voted to approve this agreement and the total amount will be \$6,959,192.00.

Commissioner Mills stated the airline is very important to the oil and gas industry and the business community, however, he stated it is a very large expenditure and suggested the City look at other ways to make the airline more self-sufficient.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7527 as presented. Commissioner Gerth seconded the motion and roll call vote

was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7528 – Authorizing a Grant Agreement with the State of New Mexico Environment Department for Project Number SAP 24-I2392-GF to Plan, Design, Construct and Equip Water Wells in the Amount of \$525,000.00

Mr. Tim Woomer, Utilities Director, stated that he is seeking approval of an agreement with Alpha Southwest using New Mexico Price Agreement #40-00000-23-00018 in the amount of \$903,154.52. He stated the purpose of the agreement is to purchase a new 750KW emergency stand-by generator and automatic transfer switch to replace an older generator and switch that cannot operate the entire facilities of the Jefferson Booster Pump Station, Water Well #18, and Fire Station #2. He stated the City will retain possession of the existing generator and a contractor will transport the old generator to the City's storage yard.

In response to Commissioner Smith's question, Mr. Woomer responded by stating that the reversion date of the agreement is June, 30, 2028. He added if the well does not get approved, they would have to relocate the well and add some design features to it.

In further response to Commissioner Smith's question, Mr. Woomer stated the City could get up to a one-year extension. He further stated he believes four years is ample time to expend the funds available.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7528 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7529 – Authorizing a Grant Agreement 2024 Capital Appropriation Project Number 24-I2985 to Purchase and Equip Heavy Rescue Hazardous Material Vehicles for the Hobbs Fire Department in the Amount of \$1,500,000.00

Mr. Ryan Herrera, Deputy Fire Chief, stated a State of New Mexico 2024 Legislative Capital Appropriation Project in the amount of \$1,500,000.00 has been awarded to the City of Hobbs Fire Department to purchase and equip heavy rescue hazardous material vehicles. He stated this project will address the need to replace two existing apparatus which are reaching the end of their operational capability. He stated this project allows the department to continue the high level of service expected and currently provided throughout the community. The reversion date for this appropriation is June 30, 2026.

In response to Commissioner Penick's inquiry, Deputy Chief Herrera stated they are two separate vehicles, one being a heavy rescue for motor vehicle accidents and high angle rescues, and the other is specifically for hazardous material and emergencies.

In reply to Commissioner Gerth's question, Deputy Chief Herrera stated the existing vehicles would still be used by the Fire Department for training purposes at the Training Facility.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7529 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7530 – Authorizing a Grant Agreement 2024 Capital Appropriation Project Number 24-I2986 to Plan, Design, Construct and Improve Training Facilities, Including a Fire Training Tower and Public Safety Center for the Hobbs Fire Department in the Amount of \$1,424,000.00

Deputy Fire Chief Herrera stated the City of Hobbs Fire Department has been awarded \$1,424,000.000 to plan, design, construct, and improve training facilities, including a fire training tower and public safety center. He stated this project will enhance the training capabilities, improve safety, develop much-needed skills, and improve the service provided to the community.

In response to Mayor Cobb's inquiry, Deputy Chief Herrera explained how the burn building works and the benefits it would provide to the Hobbs Fire Department. He stated natural gas would be utilized for the burn and controlled for safety in an isolated and safe environment. This would help to improve the skills of firefighters, adding endless possibilities for training.

In reply to Commissioner Gerth's question, Deputy Chief Herrera stated the building will be four stories tall and the first two floors will mimic a dormitory-style building.

In response to Commissioner Fields' inquiry, Deputy Chief Herrera stated the facility will be utilized by other volunteer fire departments and agencies. He stated the Hobbs Fire Department has utilized other facilities such as the Eddy County Training Facility for training in the past.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7530 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes

PUBLICATION: Proposed Ordinance Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East, as Requested by the Property Owner and Containing Approximately 217.05 Acres

Mr. Anthony Henry, Acting City Engineer, stated that the Del Norte Heights Annexation proposal was reviewed and approved by the Planning Board at the July 16, 2024, meeting. He stated this area is located south of Millen Drive and west of Grimes and contains approximately 217 acres. Mr. Henry stated the positive financial impact of the new development should offset any expenses the City will incur from the new development being included within the municipal boundaries.

There being no discussion, Commissioner Gerth moved to approve publication of the ordinance as presented for consideration at a later date. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

Resolution No. 7531 – Supporting the Proposed Issuance of Industrial Revenue Bonds to Peregrine Energy Solutions for the Construction of a Battery Energy Storage System (BESS) within the Municipal Boundaries of Hobbs Not in Excess of \$220,000,000

Mr. Henry introduced Ms. Jennifer Grassham, President and CEO of the Economic Development Corporation of Lea County, and Mr. Benton Blaine, the Sight Selector for Peregrine Energy, who was available via telephone to answer questions. Ms. Grassham reviewed some photographs demonstrating an Energy Storage System (ESS) and how the Battery Energy Storage System (BESS) will be utilized using combined multiple technologies to increase reliability and power. She presented slides detailing BESS details, including its components and features and gave an overview of the benefits of using this system.

Mr. Blaine stated Ms. Grassham did a great job explaining the system and thanked the Commission for their time. He gave more details on BESS, further explaining the process and how it would work to impact the community.

In response to Commissioner Mills' inquiry about how this project will impact electricity costs for the consumers, Mr. Blaine stated this project and others like this are keeping rates from going higher by adding supply and not reducing it. He stated because the supply is going up, rates will go down.

Commissioner Mills stated he has never seen his electric rate go down and inquired how consumers can track that and know why it is happening.

Mr. Blaine stated there is no way the average consumer can track it because the amount is so minuscule. He explained the purpose of this project is to manage peak rates and total capacity and to keep rates from going up even higher.

Commissioner Smith stated about 30-40% of the commercial electric bill shows a peak energy charge and inquired if this would lessen the peak charge for large consumers such as manufacturers or food processors which use a lot of energy.

Mr. Blaine responded by stating the project is 150 megawatts which is a large number on a community scale. He stated this is what the project is targeted to address which is to bring more generation during the peak time.

In response to Commissioner Smith's question, Mr. Ingram, a developer with Peregrine Energy, stated since this battery is in Hobbs, it will be utilized to serve the Hobbs community.

Commissioner Smith inquired about an effective way to put out a lithium battery fire.

Mr. Ingram stated these batteries use LSP, which is composed of lithium, iron, and phosphate, and the majority of fires seen on the news use older technology, using NMC, which is nickel, manganese, and cobalt which is a less energy release technology which will decrease the positive fire.

In further response to Commissioner Smith's inquiries, Mr. Ingram stated they do produce a lot of heat and water is not needed in the traditional sense. He stated they will utilize a mini-split HVAC unit which will not be used in the winter but is needed in the summer. Mr. Ingram stated each battery module container has a fire detection system with millions of data being analyzed every second and the containers are spread out to isolate the fires.

In response to Commissioner Smith's question regarding the proximity of the location related to prevailing winds, Mayor Cobb stated according to the National Weather Service, the prevailing winds for Hobbs are out of the southeast; however, he personally finds the winds usually come from the southwest.

In reply to Commissioner Fields' question, Mr. Ingram responded the batteries are powered by whatever is on the grid at the time, it could be nuclear, solar, or gas.

Mayor Cobb stated the power can come from any source, whether it be solar, nuclear, wind, gas or whatever is used at that time, and they will then enter into a negotiation with the Southwest Power Pool and try to reduce the capital cost by selling the reserve into that Power Pool. He stated as a part of the resolution tonight, this entity is not asking for an abatement from the City of Hobbs, but they are asking for a level payment, which would remain the same in year one as it would in year thirty. Also, the resolution says in support of this, it is subject to the Lea County Commission being

amenable to making any abatements they desire to make, and the Commission wants the County to be a part of the decision-making process for this economic development project.

In response to Commissioner Gerth's question, Ms. Grassham stated there would not be any full time jobs created on a permanent basis. She stated it would also not result in any additional burden to the school system

With regard to the timeline of the project, Mr. Blaine stated they expect the project to go into construction in 2026 with operation in 2027.

Commissioner Penick inquired about the additional burdens this would place on the Hobbs Fire Department and if it would pose additional dangers to the community in an emergency situation should an explosion of some sort happen.

Mr. Blaine responded to Commissioner Penick and stated they will have a sit down conversation with the Fire Chief and Fire Department to discuss a plan once they go through the planning and building process. He stated numerous failures would have to happen in order to get to that situation and in the small chance it does, water would not be as effective directly on the battery but can be sprayed on the neighboring units to keep them cool and spray water on surrounding grass to prevent a grass fire. The company would assign a local point of contact, or a company representative. He stated these units will be monitored 24 hours per day, seven days per week, so if there is a cell that is bad, the company would be able to remotely turn it off, drain the power, and send someone out to replace the equipment.

Mr. Garrett stated safety is the number one priority of the company. On previous projects, they have done training with local fire departments, taking the company's engineers directly to them and being up front with any dangers that may occur in the event a battery does ignite. He highlighted the containers are not in a building, minimizing exposure to firefighters, minimizing containment and allowing the fire to burn out.

In reply to Commissioner Penick's question about what type of contaminants, if any, would be put into the air, Mr. Garrett stated he does not have the specific contaminants but there are some studies currently being conducted with the battery manufacturers. He stated in the rare instance a battery should catch fire, overall, the air quality remains at a safe level.

In response to Commissioner Penick's further question, Mr. Ingram stated most of the batteries are currently not made in the United States but that will be changing over the next 24 months.

Commissioner Mills stated he has received feedback which is not in support of this system, and he has many concerns and questions over it at the current moment. He stated he will not be voting in favor of the resolution.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7531 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith yes, Mills no, Fields no, Calderón yes, Penick no, Gerth yes, and Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Managers

Commissioner Calderón spoke about how he appreciates the fact that he is aging and is grateful for the services provided for our older community. He encouraged the community to take care of their health and bodies.

Commissioner Mills thanked everybody for their attendance and stated that he is proud to be from a town where there can be a healthy debate as not everyone will always agree, but can still remain friendly.

Mayor Cobb read a letter from a citizen in Hobbs recognizing the great customer service provided by a City of Hobbs employee, Mr. Gerardo “Jerry” Amaya, who has been employed with the City of Hobbs Utilities Department since 2017. In the letter, Mr. Ronnie Richards praised the great job done by Mr. Amaya related to a recent sewer problem. Mayor Cobb handed the letter to Mr. Tim Woomer, Utilities Director, and asked that he makes sure Mr. Amaya receives a copy of the letter.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:30 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the 2024 SkillsUSA National Champion Chapter Business Procedure team made history with the first ever National Gold Medals 1st Place Championship won by the team of Ailynn Pacheco, Audrey Davidson, Rosie Cavaness, Abby Rogers, Elaina Valdivia and Lillian Sloan. Chapter Business Procedure is all about Parliamentary Procedure, rules of most all Elected Officials, Boards and Commissions; and

WHEREAS, the team was judged on how they performed a demonstration of a Board Meeting using Parliamentary Procedure. They had to complete two written tests about Parliamentary Law and basics of SkillsUSA. Coach Mulholland said the girls spent an average of three hours a night practicing for this event; and

WHEREAS, the 2024 SkillsUSA Championships were held in Atlanta Georgia in June, with an attendance of over 15,000. During this national event, SkillsUSA CTE students from Hobbs High School worked against the clock, proving their expertise in occupations such as Electrical, Mechatronics, Restaurant Service, HVAC and Welding; and

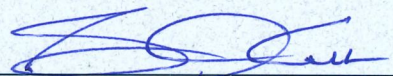
WHEREAS, SkillsUSA Hobbs High School sent 40 students to participate at the national workforce event. SkillsUSA improves the quality of the nation's future skilled workforce through the development of SkillsUSA Framework skills that include personal, workplace and technical skills grounded in academics.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim August 19th, 2024, as

“SkillsUSA National Gold Medals Day”

in recognition of the outstanding accomplishments of the 2024 Chapter Business Procedure Team and congratulations for a job well done!

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of August, 2024 and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Never Give Up Day offers an opportunity to recognize outstanding achievements by individuals facing their challenges with grit and determination; and

WHEREAS, Never Give Up Day seeks to inspire community members to persevere and remember that even in hard times, they can keep going and accomplish their goals; and

WHEREAS, Never Give Up Day is focused on cultivating a mindset of determination to help people get through difficult challenges; and

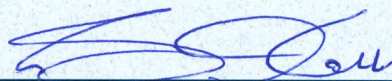
WHEREAS, Never Give Up Day can greatly assist every caregiver in their efforts to help find the right door for those who need specific treatment, help or services; and

WHEREAS, celebrating Never Give Up Day is a necessary part of life as most of us must understand the importance of never giving up in our personal as much as in our professional life; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim August 19th, as

“NEVER GIVE UP DAY”

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of August, 2024, and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



August Milestones 2024

5 Years

Linda Saiz	Records Administrator	08/14/2019
------------	-----------------------	------------

10 Years

Tammy Morales	MVD Specialist	08/05/2014
---------------	----------------	------------

Ward Harrington	Police Detective	08/20/2014
-----------------	------------------	------------

15 Years

Mark Doporto	Fire Chief	08/03/2009
--------------	------------	------------



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Resolution No. 7532 - Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 24-25 (*Sam Cobb, Mayor*)

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 8/7/2024

SUBMITTED BY: Julie Nymeyer, Executive Assistant

Summary:

This resolution authorizes an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments (COG) for FY 24-25. The COG is the regional council of the designated planning and development district representing District 6, consisting of Lincoln, Otero, Chaves, Eddy and Lea Counties. The COG provides planning, technical assistance and capacity building services to local governments in Southeastern New Mexico. The COG also assists in community and economic development, transportation and public works projects. The COG is the officially recognized regional council to receive grant-in-aid from the Secretary of the Department of Finance and Administration, in the event such payments are made. The City of Hobbs' contribution to the COG is \$10,237.00.

Fiscal Impact:

Funding has been approved in the FY 24-25 preliminary budget 010100-42601.

Attachments:

SENMEDD Staff Summary and Reso 2024-25

SENMEDD Agreement 2024

Recommendation:

Motion to approve the agreement and resolution.

Approved By:

Toby Spears, Finance Director 8/8/2024

Valerie Chacon, City Attorney 8/8/2024

Manny Gomez, City Manager 8/8/2024

CITY OF HOBBS

RESOLUTION NO. 7532

A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HOBBS
AND THE SOUTHEASTERN NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT/COG

WHEREAS, the City of Hobbs is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and;

WHEREAS, in accordance with Article 58, Section 4-58-1 to 4-58-6 NMSA, 1978, an Agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required.

WHEREAS, it is the desire of the City to continue as an active member of the Southeastern New Mexico Economic Development District/COG; and

WHEREAS, a copy of this Resolution, together with the referenced Agreement, shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG; and shall be made a part of the budget documentation of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and is hereby authorized and directed to execute an Agreement with the Southeastern New Mexico Economic Development District, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 19th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

July 3, 2024

Sam Cobb, Mayor
City of Hobbs
200 E. Broadway
Hobbs, NM 88240-8425

Dear Mayor Sam Cobb:

With regard to your annual membership in the District for the 2024-2025 fiscal year, we have enclosed the following:

- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2024-2025 ASSESSMENT SCHEDULE AND BUDGET FOR 2024-2025** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

DB/pm
Enclosures

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Hobbs a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 10,237.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2024, at

ATTEST:

Clerk

ATTEST:

Dora Balista
Dora Balista, Board Secretary

New Mexico

[Signature]
Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

[Signature]
Sam Seely, Board President

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2023-2024</u>	<u>2024-2025</u>
	<u>CURRENT</u>	<u>PROPOSED</u>

Chaves County	\$8,000	\$8,000
Eddy County	\$8,000	\$8,000
Lea County	\$8,000	\$8,000
Lincoln County	\$7,000	\$7,000
Otero County	\$8,000	\$8,000
Town of Dexter	\$1,000	\$1,000
Town of Hagerman	\$1,000	\$1,000
Town of Lake Arthur	\$1,000	\$1,000
City of Roswell	\$13,588	\$13,588
City of Artesia	\$3,450	\$3,450
City of Carlsbad	\$7,641	\$7,641
Village of Hope	\$1,000	\$1,000
Village of Loving	\$1,000	\$1,000
City of Eunice	\$1,000	\$1,000
City of Hobbs	\$10,237	\$10,237
City of Jal	\$1,000	\$1,000
City of Lovington	\$3,303	\$3,303
Town of Tatum	\$1,000	\$1,000
Village of Capitan	\$1,000	\$1,000
Town of Carrizozo	\$1,000	\$1,000
Village of Corona	\$1,000	\$1,000
Village of Ruidoso	\$2,450	\$2,450
City of Ruidoso Downs	\$1,000	\$1,000
City of Alamogordo	\$9,121	\$9,121
Village of Cloudcroft	\$1,000	\$1,000
Village of Tularosa	\$1,000	\$1,000
Mescalero Apache Tribe	\$1,000	\$1,000
TOTALS:	\$103,790	\$103,790

SNMEDD APPROVED BUDGET 2024-2025

	Budget
Income	
DFA Grant Writing Reimb '24	\$74,267.31
Legis Tech Cap Grant Reimb '24	\$79,824.04
Legis Tech Capacity Grant '25	\$320,000.00
NM GRO Admin	\$800,000.00
PED Community Schools	\$375,000.00
PED Community Schools Admin	\$30,000.00
DFA NM Govt. Approp.	\$99,000.00
EDA Fed Gov't	\$70,000.00
EDA Disaster Recovery Grant	\$250,000.00
Contracts & Fees Fiscal Agent	\$30,000.00
Grant Administration	\$130,000.00
Member Dues	\$102,790.00
Interest Income	\$100.00
Reimbursement Income	\$100.00
Unbudgeted Revenue	\$0.00
Total Income	\$2,361,081.35
Expense	
Advertising	\$1,000.00
Audit	\$16,703.00
Total Communication	\$15,000.00
Contract Services	\$200,000.00
Equip Lease/Repair	\$7,500.00
Equip. Purchases	\$4,000.00
Legis Tech Cap Grant '25	\$320,000.00
Payroll Taxes and Expense	\$49,498.36
NM GRO Operations	\$100,000.00
NM GRO Working Fund Transfer	\$300,000.00
Fringe Benefits	\$100,000.00
Program Operations	\$75,000.00
Salary and Wages	\$628,295.93
Travel	\$25,000.00
Unbudgeted Balance	\$519,084.06
Total Expense	\$2,361,081.35

Southeastern New Mexico Economic Development District/ Council of Governments

FY 2024-2025 DFA ANNUAL WORK PLAN

State of New Mexico Grant-In-Aid Program

The following are functions, measures, targets, and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets, and planning outcomes to the Local Government Division.

- Task 1.1** Prior to July 1, 2024 submit a Board approved Annual Work and Operations Budget to the Local Government Division
- Task 1.2** Submit payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter
- Task 1.3** Provide professional development training opportunities to staff
- Task 1.4** Schedule and include as an agenda item for each quarterly meeting of the Board of Directors training or information to benefit local elected officials such as speakers from relevant agencies or upcoming trainings or meetings
- Task 1.5** Attend, when possible, regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able
- Task 1.6** Participate in NewMarc (NM Association of Regional Councils); SWREDA (Southwest Regional Executive Directors Association); and the National Association of Development Organizations (NADO)

Task 3.5 Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference and other relevant conferences

Task 3.6 Conduct regional clearinghouse review, as may be necessary for all applications per the Intergovernmental Cooperation Act of 1968 and Section 204 of the Demonstration Cities and Metropolitan Act of 1966, as amended, a grant applicant requesting federal funding should send its proposed project to the States' planning agencies

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance

Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding county project vetting hearings in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators. Assist with reauthorizations

Task 4.3 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators

Task 4.4 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming

Task 4.5 Participate in State funding programs such as NM Gro to the extent mandated by the State

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

Task 5.1 Provide assistance to rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule

Task 5.2 Engage rural members and non-members requesting assistance in “project prospectus development”, develop, review and vet projects seeking funding sources to meet specific project needs

Task 5.3 Invite rural water associations and other non-member organizations in each county to capital improvement hearings or meetings that would be beneficial

Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.

- Task 7.1** Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.
- Task 7.2** Post results of studies or analysis on SNMEDD website and make data available to our region for applications and reports
- Task 7.3** Meet regularly with the region's five economic development corporation/entities to gather and share information.
- Task 7.4** Support the top five industry clusters in our region: Energy; Agriculture; Tourism; Defense & Security; and Transportation
- Task 7.5** Support and promote local agriculture and related value added industries
- Task 7.6** Work with the Small Business Development Centers in our region
- Task 7.7** Attend Eastern Area Workforce Board Meetings and provide information to the chief elected officials



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Invoice

Invoice Date: July 3, 2024

Sam Cobb, Mayor
City of Hobbs
200 E. Broadway
Hobbs, NM 88240-8425

DESCRIPTION

AMOUNT

^{4 5 8n} FY 2023-2024 MEMBER GOVERNMENT CONTRIBUTION	\$10,237.00
	Total Due \$10,237.00

- Please make checks payable to Southeastern New Mexico Economic Development District.

T h a n k Y o u

"Leadership to enhance the region's quality of life, services and jobs"



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Resolution No. 7533 - Authorizing the Appointment of Dennis Shearer to the Cemetery Advisory Board (*Sam Cobb, Mayor*)

DEPT OF ORIGIN: City Manager
DATE SUBMITTED: 8/8/2024
SUBMITTED BY: Julie Nymeyer, Executive Assistant

Summary:

There is one new appointment for a vacant position.

Cemetery Board: Dennis Shearer to fill vacancy for Mark Justice.

Fiscal Impact:

There is no effect on the current year budget.

Attachments:

Cemetery Board Reso

Recommendation:

Motion to approve the Resolution.

Approved By:

Toby Spears, Finance Director 8/8/2024
Valerie Chacon, City Attorney 8/8/2024
Manny Gomez, City Manager 8/8/2024

CITY OF HOBBS

RESOLUTION NO. 7533

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to the following advisory boards:

CEMETERY BOARD (Two-year terms expiring March 31, 2026)
Dennis Shearer is appointed to fill vacancy for Mark Justice

PASSED, ADOPTED AND APPROVED this 19th day of August
2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Resolution No. 7534 - Authorizing a Grant Agreement with the New Mexico Department of Transportation for DFA Appropriation ID I3289 NMDOT Control Number C2243289 to Plan, Design, and Construct Improvements on NM Highway 208 in the Amount of \$2,000,000 (*Shelia Baker, General Services*)

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 8/6/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The City of Hobbs has received a Capital Appropriation Project grant from the State of New Mexico Department of Finance Administration. The grant appropriation in the amount of \$2,000,000 is to plan, design, and construct improvements, including mill and overlay and striping on New Mexico Highway 208, also known as West County Road. The appropriation reversion date is June 30, 2028.

Fiscal Impact:

Grant Agreement Amount:	\$2,000,000
MUNIS budget 214021-44901-00383	\$2,000,000

Attachments:

Resolution - Grant Agreement C2243289
C2243289_Original Agreement City of Hobbs

Recommendation:

To make a motion to approve the Resolution for the Mayor to execute grant agreement CN C2243289 with NMDOT

Approved By:

Toby Spears, Finance Director	8/7/2024
Valerie Chacon, City Attorney	8/7/2024
Manny Gomez, City Manager	8/8/2024

CITY OF HOBBS

RESOLUTION NO. 7534

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A GRANT AGREEMENT WITH THE NMDOT FOR
DFA APPROPRIATION ID I3289

WHEREAS, the State of New Mexico 2024 Legislative Capital Appropriation Project has been awarded to the City of Hobbs; and

WHEREAS, this grant appropriation in the amount of **\$2,000,000.00** is to plan, design and construct improvements, including mill overlay and striping, on NM 208, also known as West County Road, near Hobbs in Lea County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, NMDOT for DFA Appropriation ID I3289, CN C2243289, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Contract Number: _____
Vendor Number: 0000054339
Control Number: C2243289

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Hobbs, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 59, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

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

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

DFA Appropriation ID I3289 NMDOT Control Number C2243289 **\$2,000,000**
APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 59, Two Million Dollars and No Cents (\$2,000,000), to plan, design and construct improvements, including mill overlay and striping, on New Mexico highway 208, also known as West county road, near Hobbs in Lea county; .

The Grantee’s total reimbursements shall not exceed Two Million Dollars and No Cents \$2,000,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, (), which equals () (the “Adjusted Appropriation Amount”).

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

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

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

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

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Hobbs

Name: Shelia Baker

Title: General Services Director

Address: 200 E. Broadway, Hobbs, New Mexico 88240
Email: sbaker@hobbsnm.org
Telephone: 575-391-1936

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

Department: Department of Transportation District 2 Office
Name: Libby Coslin
Title: Capital Outlay District Coordinator
Address: P.O. Box 1457, Roswell, NM 88202
Email: Libby.Coslin2@dot.nm.gov
Telephone: 575-840-3373

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Aaron Frankland or Designee

Its: Deputy General Counsel

Date

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

I. Grantee Information										II. Payment Computation									
(Make sure information is complete & accurate)																			
A. Grantee:										A. Payment Request No.									
B. Address:										B. Grant Amount:									
(Complete Mailing, including Suite, if applicable)										C. AIPP Amount (If Applicable):									
										D. Funds Requested to Date:									
										E. Amount Requested this Payment:									
										F. Reversion Amount (If Applicable):									
		City		State		Zip				G. Grant Balance:									
C. Phone No:										H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)									
D. Grant No:										I. ☐ Final Request for Payment (if Applicable)									
E. Project Title:																			
F. Grant Expiration Date:																			
III. Fiscal Year :																			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)																			
IV. ☐ Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.																			
V. ☐ Compliance Certification: Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance w ith Article IX, Sec. 14 of the New Mexico Constitution know n as the "anti donation" clause.																			
Grantee Fiscal Officer or Fiscal Agent (if applicable)										Grantee Representative									
Printed Name										Printed Name									
Date:										Date:									
(State Agency Use Only)																			
Vendor Code:					Fund No.:					Loc No.:									
I certify that the State Agency financial and vendor file information agree with the above submitted information.																			
Division Fiscal Officer										Date									
Division Project Manager										Date									

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

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

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

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

The Total Amount of all Notices of Obligation to Date: [_____]

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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

NMDOT ATTACHMENT A

The City of Hobbs shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Hobbs shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.
- 1.



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Consideration of Approval of a Contract with Constructors, Inc., in the Amount of \$928,560.48 for Mill and Overlay of Portions of Grimes and Industrial (State of New Mexico Price Agreement 40-80500-23-17072) (*Shelia Baker, General Services*)

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 8/7/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The General Services Dept. requested a quote from Constructors, Inc., an awarded vendor of State of NM Price Agreement 40-80500-23-17072, for mill and overlay Grimes from Stanolind to the South Bypass and Industrial from 600' south of Business Park to south of Gerry, approximately 1.5 miles total. The streets were identified in the pavement condition study as year 1 priorities. A proposed project schedule will be presented to the City at the pre-construction meeting. The project would not begin until after DFA approval of the FY25 Final Budget. Work is anticipated to be complete within one year.

Fiscal Impact:

Budget Number: 224022-44901-00148

Quote: \$ 928,560.48 (inclusive of NMGRT)

Budget Amount: \$9,556,721.32

Subject to DFA approval of the FY25 Final Budget

Attachments:

2024 PM Map - Mill and Overlay

City of Hobbs Mill and Fill Grimes and Industrial-08-05-2024

Pages from 40-805-23-17072 HMA_D-2

Recommendation:

Consider and approve a contract with Constructors, Inc. through State of New Mexico Price Agreement

Approved By:

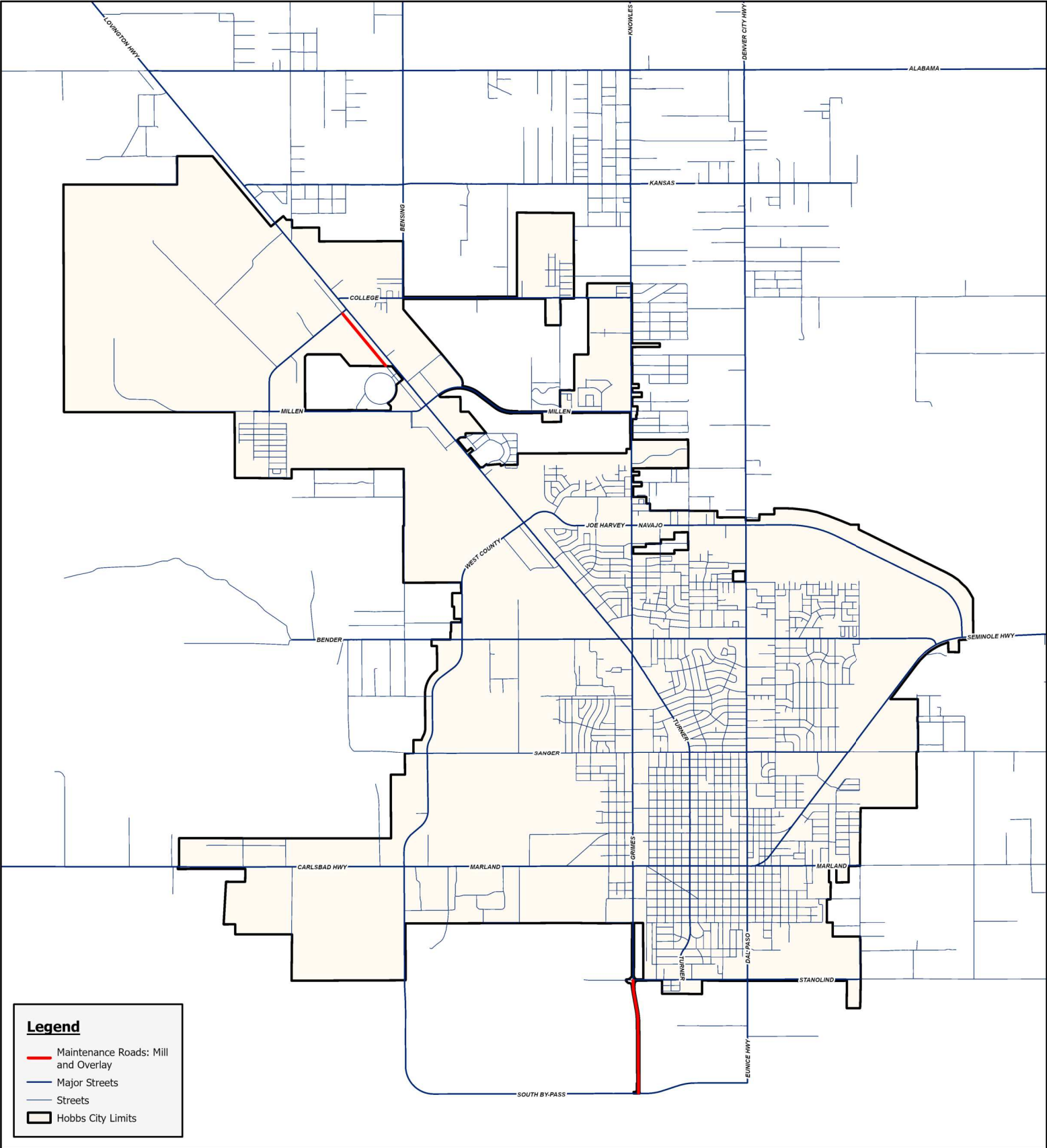
Toby Spears, Finance Director 8/7/2024

Valerie Chacon, City Attorney 8/7/2024

Manny Gomez, City Manager 8/8/2024

2024 Pavement Rehabilitation

Suggested Maintenance: Mill and Overlay



City of Hobbs GIS Division TC

Date: 7/31/2024 1 inch = 6,000 feet Time: 9:08 AM

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



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

Proposal Submitted To:	CITY OF HOBBS	Job Name:	MILL AND FILL GRIMES AND INDUSTRIAL
Attn:	JANA WHITE	Place of Job	HOBBS, NM
Billing Address:		Architect or Engineer:	CITY OF HOBBS
City, State, Zip:	HOBBS, NM	Date of Plans:	N/A
Phone #:	575-397-9318	Date of Proposal:	8/5/24
Email:	JWHITE@HOBBSNM.ORG	Special Note / Addendum(s):	Per Price Agreement 40-80500-23-17072

Description	Quantity	Units	Unit Price	Total
Item 1 - Hot Mix Asphalt Pavement SP-IV with PG 70-22 Complete in Place 0 to 60,000 tons in Hobbs & Jal Area	7020.00	Tons	\$ 55.00	\$ 386,100.00
Item 9-Binder PG 70-22 in Hobbs and Jal Area	390.00	Tons	\$ 833.00	\$ 324,870.00
Item 11-Emulsified Asphalt SS1-H 0 to 20 Tons in Hobbs and Jal Area	20.00	Tons	\$ 650.00	\$ 13,000.00
Item 151-Traffic Control Urban	40.00	HR	\$ 250.00	\$ 10,000.00
Item 152- Traffic Control Rural	40.00	HR	\$ 250.00	\$ 10,000.00
Item 162-Cold Milling 0 to 250.000	121010.00	SY-IN	\$ 0.80	\$ 96,808.00
Item 166 -Hauling of Hot Mix Material 0-25Miles	51870.00	Ton-Mile	\$ 0.32	\$ 16,598.40
Item 171-Mobilization	70	Miles	\$ 200.00	\$ 14,000.00
			Sub-Total	\$ 871,376.40
			NMGRT at 6.5625%	\$ 57,184.08
			Total	\$ 928,560.48

2.5" Mill and Inlay on Grimes from Stanolind to South By Base and Industrial from 600 ft South of Business Park to Driveway South of Gerry. QUANTITIES BASED ON 48404 TOTAL SY FOR BOTH ROADS.

PRICE EXCLUSIONS:	TESTING, PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE
--------------------------	---

We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

JESUS L. FIERRO

Authorized Signature: JESUS L. FIERRO

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
7 Vendors, See Page 6 for detail.

Price Agreement Number: **40-80500-23-17072**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
As Requested at Time of Order

For questions regarding this agreement please contact:
Morris Hurtado 505-490-7201

Title: Asphalt Concrete Hot-Laid In-Place D-2

Term: April 2, 2024 – April 1, 2025

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: ^{4/2/2024}

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **40-80500-23-17072**

Page-6

Awarded Vendors:

(AA) 0000046036
Constructors, Inc.
3003 Boyd Drive
Carlsbad, NM 88220
Mike Martinez, 575-885-8838
mmartinez@ciconstructors.com

Payment Term: Net 30
Delivery: As Requested

(AB) 0000054735
FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281
Byron Hubbard, 480-784-2910
bhubbard@fnfinc.com

Payment Term: Net 30 Days
Delivery: 30 days or as negotiated

(AC) 0000046616
Highland Enterprises Inc
PO Box 2409
Las Cruces, NM 88004
Mark Hettinga, 575-524-3551
hei@highlandnm.com

Payment Term: Net 30
Delivery: As Requested

(AD) 0000081882
J&H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
Tyler Koch, 505-896-9428
tyler@jhservicesinc.com

Payment Term: Net 30
Delivery: As Requested

(AE) 0000046063
K. Barnett & Sons, Inc.
PO Box 960
Clovis, NM 88102
Travis Cline, 575-762-4407
travis@kbarnett.com

Payment Term: Net 30 Days
Delivery: See Schedule

(AF) 0000045989
Mesa Verde Enterprises, Inc.
PO Box 907

Payment Term: Net 30
Delivery: As Specified



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Consideration of Approval of a Contract with GM Emulsion, LLC, in the Amount of \$858,094.53 for Crack Sealing Various City Streets (State of New Mexico Price Agreement 20-80500-22-16972) (*Shelia Baker, General Services*)

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 8/7/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The General Services Dept. requested a quote from GM Emulsion LLC, an awarded vendor of State of NM Price Agreement 20-80500-22-16972, for crack sealing approximately six miles of City streets. The streets were identified in the pavement condition study as year 1 priorities. A proposed project schedule will be presented to the City at the pre-construction meeting. The project would not begin until after DFA approval of the FY25 Final Budget. Work is anticipated to be complete within one year.

Fiscal Impact:

Budget Number: 224022-44901-00148

Quote: \$ 858,094.53 (inclusive of NMGRT)

Budget Amount: \$9,556,721.32

Subject to DFA approval of the FY25 Final Budget

Attachments:

2024 PM Map - Crack Seal

COH Crack seal estimate

Pages from 20-80500-22-16972 Crack Sealing

Recommendation:

Consider and approve a contract with GM Emulsion LLC through State of New Mexico Price Agreement

Approved By:

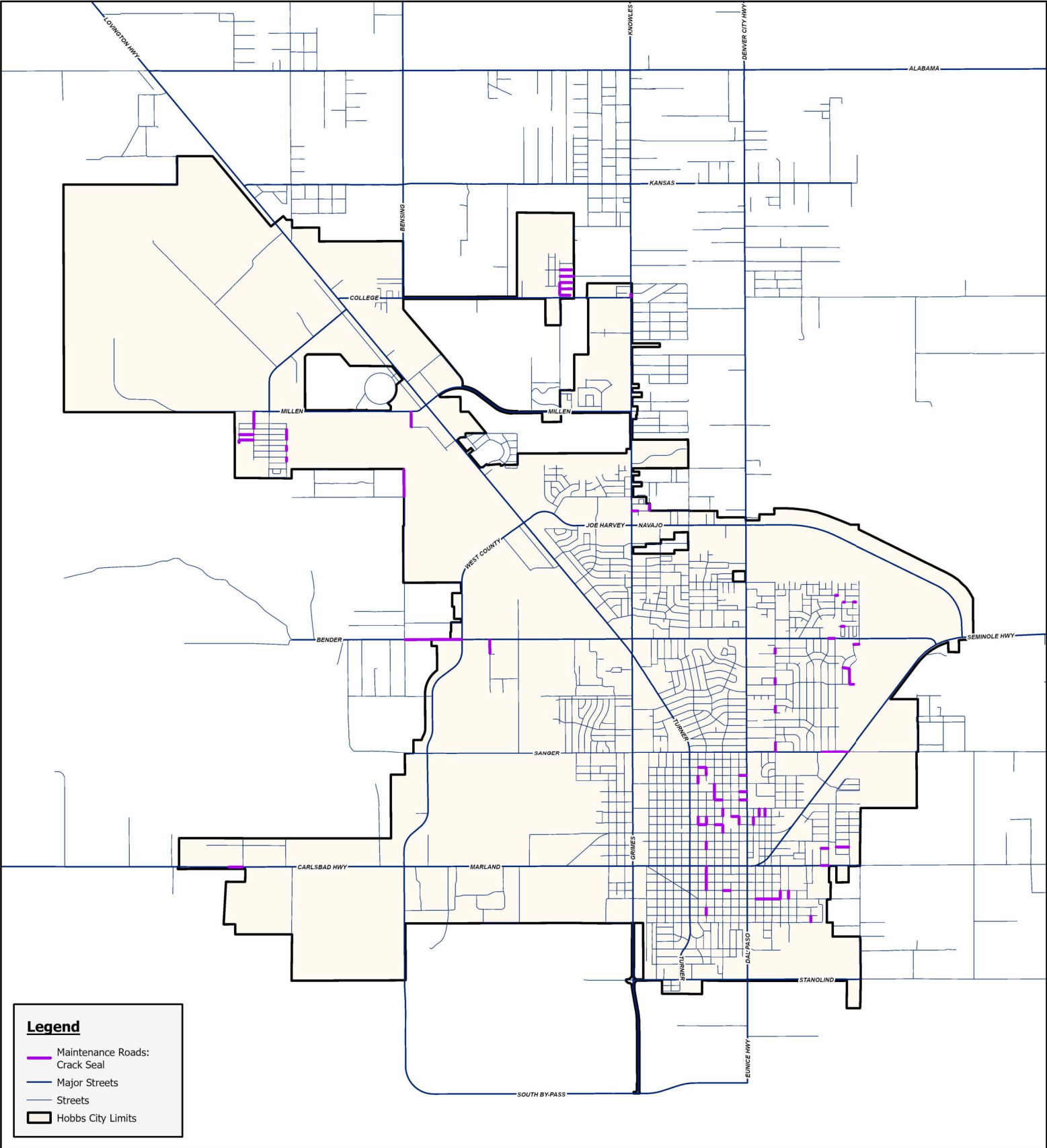
Toby Spears, Finance Director 8/7/2024

Valerie Chacon, City Attorney 8/7/2024

Manny Gomez, City Manager 8/8/2024

2024 Pavement Rehabilitation

Suggested Maintenance: Crack Seal



City of Hobbs GIS Division TC

Date: 7/31/2024 1 inch = 6,000 feet Time: 9:00 AM

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



Name / Address City of Hobbs Jana White 200E. Broadway Hobbs, NM 88240		Estimate		Date	Estimate #
				7/30/2024	COHCracksea
				Project	
				Crack Seal	
Item	Description	Qty	Rate	U/M	Total
	CITY OF HOBBS 2024 CRACK SEAL - PRICE AGREEMENT				
411000b	ROUTED JOINT AND CRACK SEALING TYPE II (ASTM D6690) - HOT APPLIED, FOR CONCRETE AND ASPHALT PAVEMENTS, STATEWIDE GREATER THAN 50,000 LBS. MOBILIZATION STATEWIDE - ONE WAY PER MILE (MI)AS DEFINED WITHIN PRICE AGREEMENT	257,000	2.85	LB	732,450.00T
621001		400	10.00	mi	4,000.00T
618009	TRAFFIC CONTROL - PER APPROVED TCP	320	215.00	hr	68,800.00T
Exclusions: SWPPP, Surveying, Material Testing, Engineering, Permits, Soil Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above. PRICES QUOTED ARE GOOD FOR 30 DAYS					
Federal ID: ENI: 27-1902307 CRS: 03-181502-00-2 Duns: 830132820 NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08) NM State Residence Certificate: L0509300144				Subtotal \$805,250.00	
				Sales Tax (6.5625%) \$52,844.53	
				Total \$858,094.53	



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
4 Vendors

Number: 20-80500-22-16972

Amendment No.: Three

Term: July 11, 2022 – July 10, 2025

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Jessica Chavez *jc*

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Morris Hurtado (505) 490-7201

Title: Crack Sealing – Hot Mix Asphalt and Concrete Pavements

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 11, 2024 to July 10, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 5/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

JC

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-80500-22-16972

Page-6

Awarded Vendors:

(AA) 0000051537

Dismuke Construction Company
PO Box 30354 Station D
Albuquerque, NM 87190
(505) 362-5032
dismukeconst@aol.com

Delivery: As Requested
NM Base Station: Albuquerque, NM

(AB) 0000090285

GM Emulsion LLC
5935 Agua Fria Street
Santa Fe, NM 87507
(505) 471-9981
fred@gmemulsion.com

Delivery: As Requested
NM Base Station: 5935 Agua Fria Street
Santa Fe, NM 87507

(AC) 0000046616

Highland Enterprises, Inc.
PO Box 2409
Las Cruces, NM 88004
(575) 524-3551
hei@highlandnm.com

Delivery: As Requested
NM Base Station: 645 S Compress Rd
Las Cruces, NM 88005

(AD) 0000045989

Mesa Verde Enterprises, Inc.
PO Box 907
Alamogordo, NM 88311
(575) 437-2995
derekjones@mesaverdeinc.com
alonsoacosta@mesaverdeinc.com
bobbiguthrie@mesaverdeinc.com

Delivery: FOB Destination
NM Base Station: 396 La Luz Gate Road
Alamogordo, NM



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Consideration of Approval of Bid No. 1610-25 for Full Depth Reclamation Work and Recommendation to Accept Bid from Constructors, Inc., in the Amount of \$416,230.99 (*Shelia Baker, General Services*)

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 8/8/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

An advertisement was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms. There were 29 companies on the plan holders list. Two responsive bids were submitted.

Bids were due by 1:30 PM on Tuesday, August 6, 2024 for the 2024 Full Depth Reclamation Work for the City of Hobbs. The project location is on Vega St. from Abo to Llano, approximately 1/3 of a mile. The street was identified in the pavement condition study as year 1 priority.

Contractor	Bid Amount
Constructors, Inc.	\$390,598.00
Ramirez & Sons, Inc.	\$680,750.00

It is the recommendation of the General Services Dept. that Bid No. 1610-25 be awarded to Constructors, Inc. as the low bidder, in the amount of \$390,598.00 (not including tax).

A proposed project schedule will be presented to the City at the pre-construction meeting. The project would not begin until after DFA approval of the FY25 Final Budget. Work is anticipated to be complete within one year.

Fiscal Impact:

Budget Number: 224022-44901-00148
Total Bid Amount: \$ 416,230.99 (inclusive of NMGR)T
Budget Amount: \$9,556,721.32

Subject to DFA approval of the FY25 Final Budget

Attachments:

Bid Summary 1610-25
2024 PM Map - Full Depth Reclamation

Recommendation:

Consideration to award Bid No. 1610-25 to Constructors, Inc.

Approved By:

Toby Spears, Finance Director 8/8/2024

Valerie Chacon, City Attorney 8/8/2024

Manny Gomez, City Manager 8/8/2024

SUMMARY OF PROPOSALS RECEIVED

Project Name: City of Hobbs
2024 Full Depth Reclamation Work
No. 1610-25

Bid Opening Date: August 6, 2024
Time: 1:30 p.m.
Sealed bids must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by 10:00 a.m. August 6, 2024, to FURNISH AND INSTALL Full Depth Reclamation Work as specified. Bids will be opened and publicly read after the due date/time in Room B131, Hobbs City Hall Basement. Bids received by Finance Department after the bid due date/time will be considered non-responsive and will be returned unopened.

Place:
Stantec Project #: 1720006702

Description	Constructors, Inc. PRICE	Ramirez & Sons Inc. Price
TOTAL BID PRICE FOR THE CITY OF HOBBS 2024 FULL DEPTH RECLAMATION WORK AGREEMENT, NO. 1610-25	\$ 390,598.00	\$ 680,752.00
1. Name the bidder and the number of the bidder's New Mexico Contractor's License.	X	X
2. Check for Bid Bond.	X	X
3. Check for acknowledgment of Addendums.	X	X
4. Check for proper signature on Bid Form.	X	X
5. Check for type of Affirmative Action Program (if required).	N/A	N/A
6. Check other requirements on Bid Form. (Non-Collusion Affidavit, Non-Debarment Certification, and Related Party Disclosure)	X	X
7. Check for List of Subcontractors.	X	X
8. Check for Campaign Contribution Disclosure Form	X	X
9. Check for Resident Veterans Preference Certification	N/A	X

*Resident Veterans and Resident Contractor Business Preference is used for award evaluation purposes only. Preference is determined based on providing the appropriate certification with the bid and then the appropriate percentage is applied to bid for award evaluation purposes only.

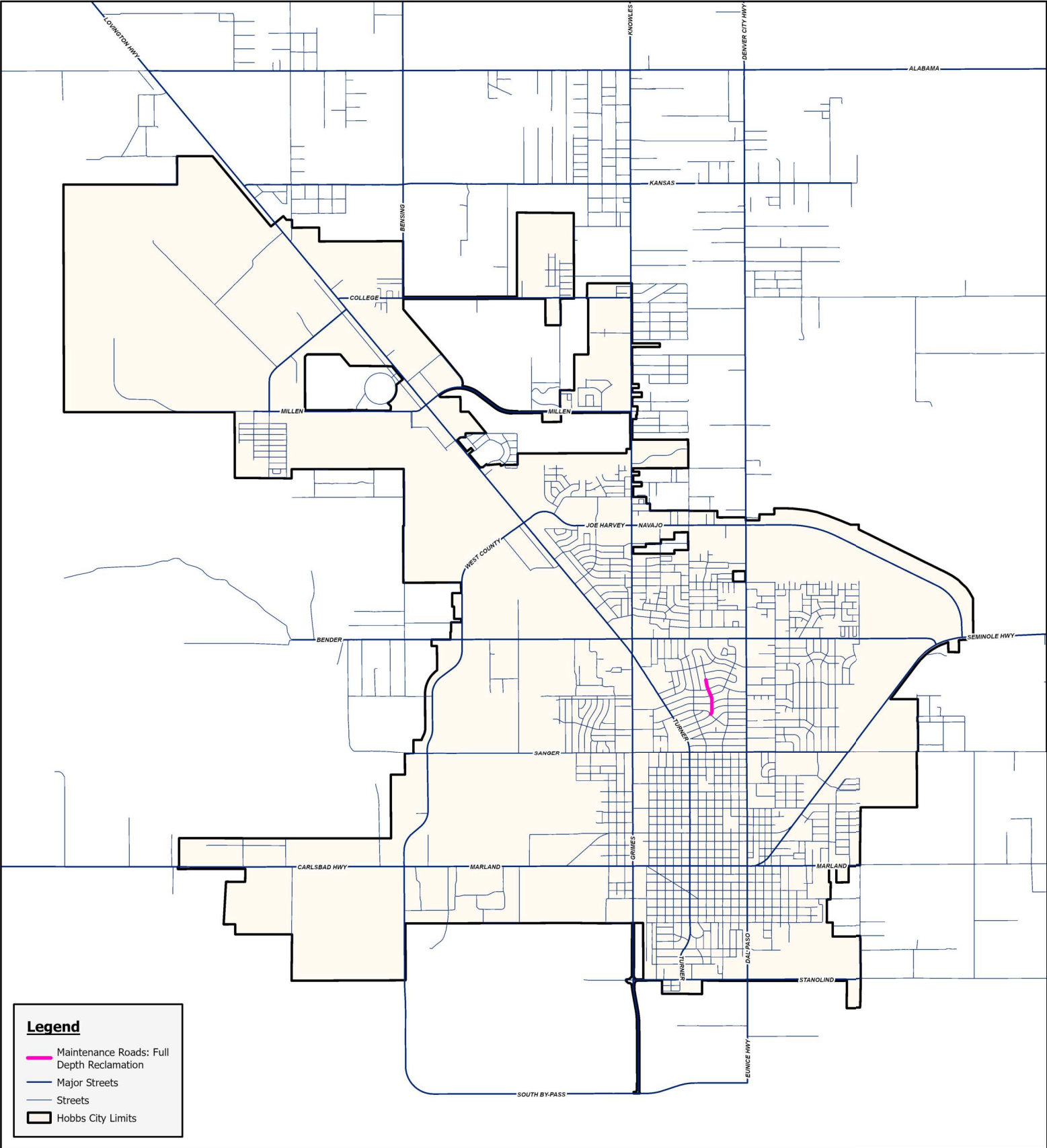
	Constructors, Inc. PRICE	Ramirez & Sons Inc. Price
I. Business Preference Certification (if applicable): Resident Business/Contractor Certificate		10%
I. Business Preference Certification (if applicable): Resident Veteran Business/Contractor Certificate		
Total project	\$ 390,598.00	\$ 626,291.84

Verified by: Deanna Mascarenas

Date: August 6, 2024

2024 Pavement Rehabilitation

Suggested Maintenance: Full Depth Reclamation



City of Hobbs GIS Division TC

Date: 7/31/2024 1 inch = 6,000 feet Time: 9:03 AM

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



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Consideration of Approval of Award Bid No. 1612-25 GSB-88 for Heavy Work and Recommendation to Accept Bid from Specialty Applicators, LLC, in the Amount of \$3,424,907.13 (*Shelia Baker, General Services*)

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 8/8/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

An advertisement was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms. There were 6 companies on the plan holders list. One responsive bid was submitted.

Bids were due by 1:30 PM on Tuesday, August 6, 2024 for the 2024 GSB-88 Heavy Work for the City of Hobbs. The work is to be complete on approximately 31 miles of City streets. The streets were identified in the pavement condition study as year 1 priority.

Contractor	Bid Amount
Specialty Applicators, LLC	\$3,424,907.13

It is the recommendation of the General Services Dept. that Bid No. 1612-25 be awarded to Specialty Applicators, LLC as the responsive bidder, in the amount of \$3,424,907.13 (not including tax).

A proposed project schedule will be presented to the City at the pre-construction meeting. The project would not begin until after DFA approval of the FY25 Final Budget. Work is anticipated to be complete within one year.

Fiscal Impact:

Budget Number: 224022-44901-00148
Total Bid Amount: \$3,649,666.66 (inclusive of NMGR)T
Budget Amount: \$9,556,721.32

Subject to DFA approval of the FY25 Final Budget

Attachments:

Bid Summary 1612-25
2024 PM Map - GSB88 Heavy

Recommendation:

Consideration to award Bid No. 1612-25 to Specialty Applicators, LLC

Approved By:

Toby Spears, Finance Director 8/8/2024

Valerie Chacon, City Attorney 8/8/2024

Manny Gomez, City Manager 8/8/2024

SUMMARY OF PROPOSALS RECEIVED

Project Name: City of Hobbs
2024 GSB-88 Heavy Work
No. 1612-25

Bid Opening Date: August 6, 2024
Time: 1:30 p.m.
Sealed bids must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by 1:30 p.m. August 6, 2024, to FURNISH AND INSTALL Full Depth Reclamation Work as specified. Bids will be opened and publicly read after the due date/time in Room B131, Hobbs City Hall Basement. Bids received by Finance Department after the bid due date/time will be considered non-responsive and will be returned unopened.

Place:
Stantec Project #: 1720006702

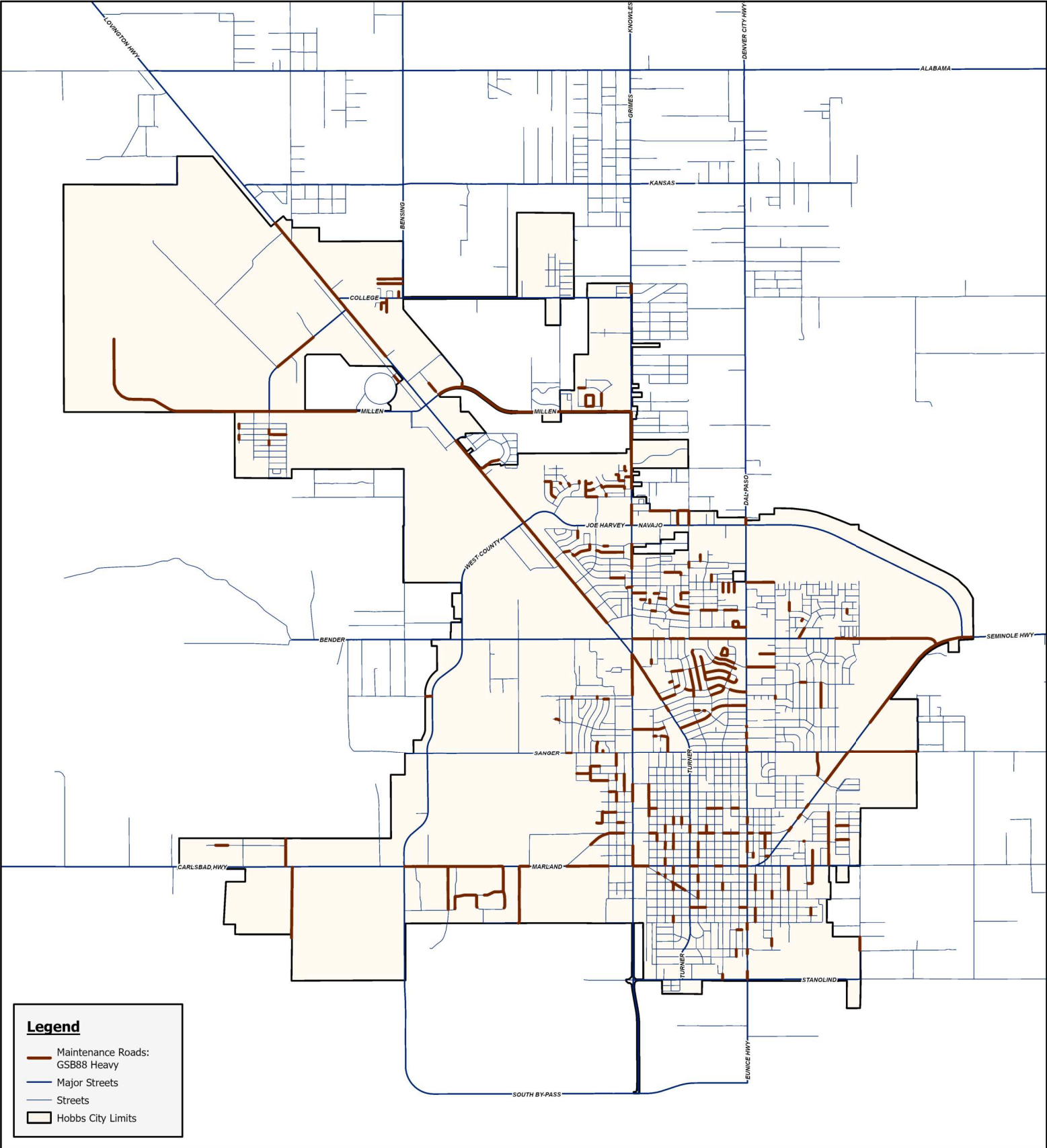
		Specialty Applicators, LLC	
Description			
TOTAL BID PRICE FOR THE CITY OF HOBBS 2024 GSB-88 HEAVY WORK AGREEMENT, NO. 1612-25		\$ 3,424,907.13	
1. Name the bidder and the number of the bidder's New Mexico Contractor's License.		X	
2. Check for Bid Bond.		X	
3. Check for acknowledgment of Addendums.		X	
4. Check for proper signature on Bid Form.		X	
5. Check for type of Affirmative Action Program (if required).		N/A	
6. Check other requirements on Bid Form. (Non-Collusion Affidavit, Non-Debarment Certification, and Related Party Disclosure)		X	
7. Check for List of Subcontractors.		X	
8. Check for Campaign Contribution Disclosure Form		X	
9. Check for Resident Veterans Preference Certification		X	

Verified by: Deanna Mascarenas

Date: August 6, 2024

2024 Pavement Rehabilitation

Suggested Maintenance: GSB88 Heavy





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Consideration of Approval of a Sole Source Purchase from EH Wachs Utility Products for an Effluent Pipeline Valve Maintenance Machine in the Amount of \$91,581.10 (*Tim Woomer, Utilities Director*)

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 8/7/2024

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- The City of Hobbs WWRF Reclaims one-hundred (100) Percent of the effluent from the Wastewater Reclamation Facility for beneficial reuse.
- Reclaimed water is sent to points of diversion utilizing twenty (20) miles of pipelines.
- This equipment will facilitate pipeline valve and appurtenance maintenance activities by allowing staff to efficiently exercise valves, and valve boxes.
- A properly executed valve maintenance program helps protect public health and safety, in addition to conserving water by ensuring any leaks are able to be quickly isolated and repaired.

Fiscal Impact:

\$91,581.10. This equipment purchase is funded through the Utilities FY 24-25 Enterprise Fund 63-4380-43015.

Attachments:

Valve Maint Trlr Comission Packet 8-19-2024

Recommendation:

Approve the Sole Source Purchase submitted by EH Wachs Utility Products for the purchase of one pipeline valve maintenance machine, trailer mounted.

Approved By:

Toby Spears, Finance Director	8/8/2024
Valerie Chacon, City Attorney	8/8/2024
Manny Gomez, City Manager	8/8/2024

CITY OF HOBBS
SOLE SOURCE/EMERGENCY PURCHASE

TO: CPO _____
FROM: Bill Griffin _____
DATE: 7/23/2024 _____

CHECK ONE: SOLE SOURCE ☒ EMERGENCY PURCHASE ☐

ITEM(S)/SERVICES(S) TO BE PURCHASED: EH Wachs Standard LX Valve Maintenance Trailer with diesel engine.

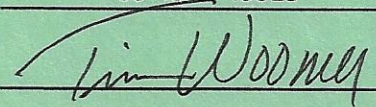
Award To (If new vender make sure address is on this form): Wachs Utility Products
600 Knightsbridge Parkway
Lincolnshire, Illinois 60069
(847)537-8800/(847)520-1147
Phone/Fax Number:
Jeffery Brehm
Point of Contact:

COST: \$91,185.10 (NMGRT Expt)

The WWRF Facility includes twenty (20) miles of Effluent Water Pipeline to convey effluent water to various points of diversion for beneficial reuse. These pipelines include numerous valves (with tubes attached from valve to grade) for the isolation of the pipelines, air reliefs, and fire hydrants located on these pipelines. Part of pipeline maintenance is to maintain the valves by exercising them and cleaning out the rise tubes to allow quick access to the valve operator attachment point. Proper maintenance of the pipeline valves allows quick isolation in the event of a leak to help conserve water and protect public health. EH Wachs Utility products is the manufacturer of this equipment and uses a Regional Distribution through Direct Regional Account Managers or Exclusive Dealers. We have no exclusive dealers in this region and any vendor supplying this equipment must go through the Direct Regional Account Manager.

Account Number: 63-4380-43015

Prepared By: Bill Griffin

Department Approval: 

CPO: _____



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

Page 1 of 1

TO: **Bill Griffin**
WVRF Superintendent
City of Hobbs - Water Dept
1300 S. 5th
ship to address
Hobbs, NM 88240

Date: 7/22/2024
Quotation Number: JB219302
Payment Terms: Net 30
Shipping Terms: FCA Origin
Valid Through: 9/25/2024
Estimated Delivery: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-38 Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	89,995.00	2.0%	88,195.10
2	79-430-20 Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00

Subtotal	88,195.10
Motor Freight	2,990.00
Total (USD)	\$91,185.10

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm
Sales Manager
512-348-0171
jeffrey.brehm@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

January 15, 2024

To whom it may concern,

This letter serves as a Sole Source document for the EH Wachs Valve Maintenance Trailer (VMT) and for the EH Wachs Valve Maintenance Skids (VMS) products including Hydro Excavation versions Designed, Engineered, and Manufactured by EH Wachs Utility Products, at 600 Knightsbridge Pkwy Lincolnshire, Illinois 60069.

Our unique VMT/VMS products have been awarded multiple US Patents:

- Position Locking System for valve operating system Patent number 9,523,443
- Dual Arm Valve Operating Machine Patent number 9,038,667
- Vehicle Mountable Arm for valve operating machine Patent number 8,025,078
- Positioning System for valve operating system Patent number 9,188,240
- Computer Controlled System for controlling valve machine (Expired)
- Sliding Valve Operator (Expired)

In North America Regional Distribution is through Direct Regional Account Managers or Exclusive Dealers; in your territory is the only outlet to purchase these products and be provided OEM support.

Thank you for your
consideration

At your service,

John R Gruntfest
North America Sales Manager
Wachs Utility Products



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
August 19, 2024

SUBJECT: Resolution No. 7535 - Approving Submission of the FY 2025 Fire Protection Grant Council Grant Application for the Hobbs Fire Department (*Mark Doporto, Fire Chief*)

DEPT OF ORIGIN: Fire

DATE SUBMITTED: 8/8/2024

SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

The City of Hobbs Fire Department is eligible to participate in the FY25 Fire Protection Grant Council Grant. The grant will award a single applicant an amount not to exceed the maximum amount allowed for a specific category as identified by the department. The Hobbs Fire Department wishes to utilize this grant application to obtain funds to purchase new mobile and portable radios.

Fiscal Impact:

The total amount being requested for mobile and portable radios through this grant is \$498,480.32. There is no match required for this grant. The grant rules state the grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost.

Attachments:

Resolution FY25 FPG

Fire Grant Eligibility and Selection Criteria- FY25

Recommendation:

Approval to submit the FY2025 Fire Service Grant Council Grant.

Approved By:

Toby Spears, Finance Director 8/8/2024

Valerie Chacon, City Attorney 8/8/2024

Manny Gomez, City Manager 8/8/2024

CITY OF HOBBS

RESOLUTION NO. 7535

A RESOLUTION APPROVING
THE SUBMISSION OF FY25
FIRE PROTECTION GRANT COUNCIL GRANT

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY25 Fire Protection Grant Council grant; and

WHEREAS, the grant will provide financial assistance with the purchase of eighty (80) portable radios and sixteen (16) mobile radios; and

WHEREAS, the total amount of the grant is \$498,480.32; and

WHEREAS, there is no match required for this grant;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs this Resolution approving the submission of a Grant Application with the Fire Protection Grant Council for the purchase of portable and mobile radios.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

THE NEW MEXICO FIRE PROTECTION GRANT COUNCIL
FY25 ELIGIBILITY REQUIREMENTS AND SELECTION CRITERIA

APPLICATION PERIOD

The application opens on July 1, 2024, and closes on August 31, 2024

WEBSITE

<https://newmexicostatefireservicesgrant.com/>

GRANT APPLICATION TYPES

1. Individual Department Grant
2. County-Wide Project Grant
3. Volunteer stipends, recruiting, retention and educational programs

ELIGIBILITY

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an Individual Department Grant. The fire department must have a unique FDID.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a County-wide Project Grant if each district within the County is compliant with the requirements of the grant. The County-Wide Project must benefit all the departments within the County. A County Administrative Office applying for a grant does not prevent departments within the County from applying for an Individual Department Grant.

RESTRICTIONS

1. Grant applications must not be contingent on another grant award.
2. Joint applications will not be considered.
3. Only one grant application per jurisdiction may be submitted.
4. Any fire department that is awarded a grant and subsequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.
5. So that as many grant requests as possible may be honored, it is not necessary to apply for the full amount available for the category. Please request only the amount that is necessary to address the need.

MAXIMUM AWARD AMOUNTS

The maximum award amounts in the four categories for the grant cycle will be determined by the New Mexico Fire Protection Grant Council and will be dependent on funds available from the Fire Protection Fund. The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost. Only a single project may be applied for (Ex. If applying for apparatus equipment, you cannot add PPE to the same grant application).

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) shall not exceed **\$600,000** for the following projects:
 - Apparatus (If a radio is part of the specification, it must be capable of 700 MHz programming)
 - New Construction
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) shall not exceed maximum of **\$500,000** for the following projects:
 - Major facility improvements or repairs
 - Land acquisition
 - Training Facilities
 - Single large infrastructure project to include water and communications infrastructure projects
 - SCBA's and/or air support systems (air compressors, cascade systems)
 - Communications – Mobile Radios, Portable Radios and Base-Stations
 - All radios must be capable of 700 MHz programming
3. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) shall not exceed **\$250,000** for the following projects:
 - NFPA Equipment
 - PPE (structural, wildland)
 - Extractors- PPE, SCBA
 - Other projects that will positively impact ISO
4. In addition to the projects applied for, up to **\$25,000** may be requested by Municipal Departments or a County-wide request may be made for the purpose of providing stipends, supplementing recruitment and retention programs or educational programs for volunteers that are administered by the County or Municipality's Fiscal Agent (CFO or designee).
 - An approved policy/specification of the program parameters from the department's fiscal agent must be submitted with the grant application request
 - Signed Policy, Council/Commission Resolution
 - Costs exceeding the grant amount shall be the responsibility of the local government
 - State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office
 - Educational programs are for volunteer training and not fire prevention materials.
 - A report of all Stipend Grant fund usage shall be submitted to the State Fire Marshal's Office upon expenditure of all awarded funds or by 8/31 for the previous fiscal year in order to remain eligible for the stipend award.
 - Any unused funds will be used to offset the total award, so it does not exceed \$25,000.

SIGNATURES/COMMITMENT OF FUNDS

1. The Fire Chief and the County/Municipality's Fiscal Agent shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award and to comply with any laws governing the use of these funds. The Fiscal Agent shall also sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project. Applications submitted without all signatures will not be considered.
2. Project costs exceeding the grant amount requested shall be the responsibility of the applicant.
 - The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total costs.
 - If the excess funds used will be from State Fire Funds, the use must be approved by the State Fire Marshal's Office.

MINIMUM REQUIREMENTS FOR ELIGIBILITY

1. Beginning FY 2026, all departments applying for a grant shall have had an ISO inspection within the last seven (7) years.
2. NFIRS Reporting: All applicants shall be in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.
 - Applicants with outstanding delinquent NFIRS reports for the period of July 2023 to June 2024, will not be eligible to participate in the grant application cycle.
 - All reporting must be compliant by 7/15.
3. Pump Testing: All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety.
 - All annual pump tests shall be in accordance with current NFPA standards and the Insurance Service Office (ISO) requirements.
 - The Fire Chief's e-signature on the application is an affirmation that the pump tests have been completed and that three (3) years of pump test records exist and are on file for each apparatus with a rated pump, with the exception of newly acquired apparatus.
 - All records are subject to inspection upon request.
4. Hose Testing: All fire hose shall undergo annual hose tests to ensure proper function and firefighter safety.
 - All annual hose tests shall be in accordance with NFPA standards and the Insurance Service Office (ISO) requirements.
 - The Fire Chief's e-signature on the application is an affirmation that hose testing for the previous calendar year was completed, records exist and are on file for all hose.
 - All records are subject to inspection upon request.

CRITICAL NEEDS

Departments may apply for only one project in one critical needs category listed below:

1. Need that will clearly have significant impact on ISO Public Protection Classification
2. Water Supply/Distribution
 - Storage tanks greater than or equal to 40,000 gallons with a 250 gpm pump and hydrant with 6” piping.
3. Fire apparatus/equipment
 - Apparatus that will have a clear impact on ISO
 - Engines/Pumpers with a minimum 1000 gpm pump
 - Pumper Tenders with a minimum 1000 gpm pump
 - Aerial Apparatus
 - Service Companies
4. Personal Protective Equipment
 - Structural and/or Wildland
 - SCBA and/or Air support systems (Compressor, fixed and mobile cascade systems)
 - Decontamination Equipment- Bunker Gear and/or SCBA Extractors
5. Communications
 - Radios compatible with 700 MHz
6. Facility Construction
 - New Facility Construction
 - Facility Improvement/Repairs

SCORING- 100 points possible

1. Regular and Adequate Training (Up to 20 points):
 - Training records for each member for year prior (July 1, 2023 to June 30, 2024)
 - Total Hours Trained Per Person
 - Attached records with rosters containing signatures (Electronic records or physical copies)
2. Financial Need (Up to 25 points):
 - Clearly articulate the department's financial picture to include debts and funding sources that the organization has (Tax Base, Fire Fund, EMS Funds, Other Funding Sources)
 - Explain the efforts that have been attempted to secure the funding requested.
 - Explain the financial impact to the department if the grant is not awarded
3. Problem (Up to 20 points):
 - Is the request a critical need identified in the grant?
 - How will the request positively impact the operations of the department?
4. Benefit (Up to 10 points):
 - What are the positive and negative impacts if awarded?
 - Be specific
5. Consequences (Up to 10 points):
 - What are the negative impacts if not awarded?
 - Be specific
6. Completeness of Application (Up to 5 points)
 - Overall grant request thoroughness
 - Clear picture across all areas of the grant request
7. Insurance Services Organization (ISO) Rating (Up to 10 points):
 - ISO Rating will be added to the final averaged scoring
 - Example- ISO 10 = 10 pts, ISO 5 = 5 pts

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
 - Any grant awards deemed non-compliant will result in loss of opportunity for the upcoming grant cycle.
2. All the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. Preliminary project specifications, (i.e., scope of work, concept drawings, stipend policies) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.
7. Only apply for an amount that is necessary to aid in the completion of the project.

RANKING

After review by the Fire Support staff for compliance:

1. The valid applications will be submitted to the grant council.
2. Three councilors will be assigned to review and score approximately half of the total number of valid applications.
3. A second group of three councilors will be assigned the remaining valid applications to review and score.
4. The scoring will be reviewed by the full council and outliers will be reexamined (Greater than 25 point difference between any of the councilors)
5. The individual entity's three raw scores will be merged and averaged.
6. The average scores will be added to that entity's ISO rating for a final score.
7. The final scores will be used to determine the entity's rank among the other applicants for presentation to the council with input from the Fire Support staff.
8. In order of ranking, the application will then be considered for approval by the collective council.