

# Commission Meeting Agenda



## *Mayor*

Samuel D. Cobb

## *City Commission*

Marshall R. Newman

Jonathan Sena

Crystal G. Mullins

Joseph D. Calderón

Garry A. Buie

John W. Boyd

## *City Manager*

J. J. Murphy

*April 20, 2015*



**Hobbs City Commission  
Regular Meeting  
City Hall, City Commission Chamber  
200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico**

**Monday, April 20, 2015 - 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner - District 1

Jonathan Sena  
Commissioner - District 2

Crystal Mullins  
Commissioner - District 3

Joseph D. Calderón  
Commissioner - District 4

Garry A. Buie  
Commissioner - District 5

John W. Boyd  
Commissioner - District 6

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**A G E N D A**

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the April 6, 2015, Regular Commission Meeting
2. Minutes of the April 6, 2015, Commission Work Session

**PROCLAMATIONS AND AWARDS OF MERIT**

3. Community Clean-Up Partnerships (*Eric Enriquez*)

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

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

4. Resolution No. 6280 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (1501 North Seminole Highway) *(Manny Marquez)*
5. **PUBLICATION:** Consideration of Approval to Publish a Proposed Ordinance Amending Sections 3.20.040 and 3.20.080 of the Hobbs Municipal Code Regarding the City of Hobbs' Procurement Policy *(Toby Spears)*
6. **PUBLICATION:** Consideration of Approval to Publish a Proposed Ordinance Amending Section 2.56.050 of the Hobbs Municipal Code Regarding Nepotism *(Nikki Sweet)*
7. Resolution No. 6281 - Approving the City of Hobbs' Inventory Management Policy *(Toby Spears)*

## **DISCUSSION**

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

8. Resolution No. 6282 - Approval of FY.15-16 Annual Lodgers' Tax Awards *(Toby Spears)*
9. **PUBLICATION:** Consideration of Approval to Publish a Proposed Ordinance Amending Section 3.25.030 of the Hobbs Municipal Code Regarding Exempt Entities from the Capping Requirements *(Mike Stone)*
10. Resolution No. 6283 - Authorizing a Memorandum of Understanding with the GEO Group for Training of Dogs from the City of Hobbs Animal Adoption Center to Meet the Highest Standards of a Household Pet *(Eric Enriquez)*
11. Consideration of Approval of RFP No. 476-15 for Design/Expansion of the Citywide Surveillance System and Recommendation to Accept Proposal from VIP Systems, Inc. *(Police Chief Chris McCall)*
12. Consideration of Approval of Bid No. 1527-15 for East Sanger Sewer-Forcemain Extension Project 2015 and Recommendation to Accept Bid from J & H Services, Inc., in the Amount of \$355,582.34 Including NMGR T *(Todd Randall)*

13. Consideration of Approval of Authorization Letter No. 2 for RFP No. 464-15 to Barker Rinker Seacat Architecture for Professional Architecture and Design Services for a New Health and Wellness Learning Center (*J. J. Murphy*)
14. Resolution No. 6284 - Forming a Selection Committee for RFQ/RFP No. 477-15 CMAR Health and Wellness Learning Center (*J. J. Murphy*)
15. Consideration of Approval of a Professional Services Agreement with Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service (*Mike Stone*)

#### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

16. Next Meeting Date:
  - ▶ Regular Meeting - **Monday, May 4, 2015**, at 6:00 p.m.

#### **ADJOURNMENT**

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



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

**SUBJECT:** **Commission Meeting Minutes**

**DEPT. OF ORIGIN:** City Clerk's Office  
**DATE SUBMITTED:** April 17, 2015  
**SUBMITTED BY:** Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Meeting of April 6, 2015
- ▶ Work Session of April 6, 2015

**Fiscal Impact:**

*Reviewed By:* \_\_\_\_\_  
*Finance Department*

N/A

**Attachments:**

Minutes as referenced under "Summary".

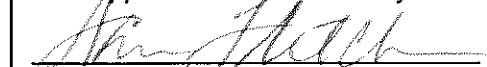
**Legal Review:**

*Approved As To Form:* \_\_\_\_\_  
*City Attorney*

**Recommendation:**

Motion to approve the minutes as presented.

*Approved For Submittal By:*

  
\_\_\_\_\_  
*Department Director*  
  
\_\_\_\_\_  
*City Manager*

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

Minutes of the regular meeting of the Hobbs City Commission held on Monday, April 6, 2015, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

**Call to Order and Roll Call**

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

Mayor Sam D. Cobb  
Commissioner Marshall R. Newman  
Commissioner Jonathan Sena  
Commissioner Crystal Mullins  
Commissioner Joseph D. Calderón  
Commissioner Garry A. Buie  
Commissioner John W. Boyd (*via telephone*)

Also present:

J. J. Murphy, City Manager  
Mike Stone, City Attorney  
Chris McCall, Police Chief  
Tim Kent, Fire Chief  
Shawn Williams, Fire Captain  
Barry Young, Deputy Fire Chief  
Manny Marquez, Building Official  
Toby Spears, Finance Director  
Ronny Choate, General Services Director  
Ron Roberts, Information Technology Director  
Tim Woomer, Utilities Director  
Doug McDaniel, Parks and Recreation Director  
Matt Hughes, Golf Superintendent  
Michal Hughes, Parks and Recreation Superintendent  
Nikki Sweet, Human Resources Director  
Sandy Farrell, Library Director  
Lindsay Chism, Director of Communications  
Nicholas Goulet, Benefits & Safety Coordinator  
Ann Betzen, Executive Assistant/Risk Manager  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
113 citizens

Mayor Cobb announced that Commissioner Boyd will be in attendance telephonically. He verified that Commissioner Boyd was able to hear the meeting and his voice could be heard by the Commission and members of the audience.

### **Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Newman moved that the minutes of the regular meeting and work session held on March 16, 2015, be approved as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

### **Proclamation Proclamations and Awards of Merit**

*Proclamation Proclaiming April 6, 2015, as "Hobbs Eagles Day"*. Mayor Cobb Proclaimed Monday, April 6, 2015, as "HOBBS EAGLES DAY". Mayor Cobb congratulated the Hobbs Eagles Basketball team for winning the State Championship. He also thanked Coach Mike Smith for an outstanding job in coaching the team. Mayor Cobb stated this is the 17<sup>th</sup> State Championship the Hobbs Eagles Basketball team has won.

Mr. J. J. Murphy, City Manager, also congratulated the Hobbs Eagles Basketball team and coaching staff for their win in the State Championship. He presented the coaches with golf gift certificates and gift bags for the team.

Mr. Murphy invited the team, coaches and five family members each to a special pool party at Del Norte Pool on May 22, 2015, which will provide training for the life guards for the opening of the pools. He stated winning the State Championship is a great moment for Mr. T. J. Parks, Hobbs Municipal Schools Superintendent, and Mr. Gene Strickland, Director of Operations.

Mr. Doug McDaniel, Parks and Recreation Director, introduced the Hobbs Eagles Basketball Team as follows: #10 Aaron Compton, #12 Jordaan Gonzales, #20 Jordan Black, #21 Tre Nelson, #22 Andre Foster, #24 Pierre Swain, #30 Nick Lopez, #32 Jeffrey Poe, #34 Nathan Smith, #35 Cory Sutton, #40 Zack Munoz, #42 Cason Clay, #44 Joshua Ruiz, #54 Kelvin Jones, #00 Bryan Cofer, #00 Noel Goodrich, Manager Donavin Dominguez. He also introduced the coach staff as follows: Head Coach Mike Smith, Assistant Coaches Shelby Reeves, Eddy Martinez, Keith Prieto and Patrick Hutchings.

Coach Smith thanked the City for the recognition of the Hobbs Eagles Basketball team and coach staff.

*Proclamation Proclaiming the Month of April, 2015, as "Fair Housing Month".* Mayor Cobb proclaimed the month of April, 2015, as "FAIR HOUSING MONTH". He presented the proclamation to Reverend B. J. Choice, member of Lea County Housing.

### **Public Comments**

Mayor Cobb stated public comments are for non-agenda items only and there will be a discussion later in the meeting for review of the City's street name change policy.

In response to Mr. David Anchondo's inquiry, Mayor Cobb stated the naming of South Dal Paso will not be discussed during public comments. He stated public meetings will be scheduled to discuss any renaming of a street.

Ms. Kathleen Pryer, who lives on Desert Sage, stated she has complained multiple times to Mr. Eric Enriquez, Community Services Director, Mr. Andrew Gonzales and Mr. Art De La Cruz and two City Commissioners regarding the tumbleweeds surrounding her property. She stated she did not hear a reply from any of them but she then received a warning from Code Enforcement for her property being unsightly which has since been cleaned up.

Mr. Murphy stated he has been out of the office on military duty and will follow up with Ms. Pryer regarding the tumbleweed situation.

Commissioner Buie stated he was contacted by Ms. Pryer's husband and referred the complaint to Mr. Enriquez.

Ms. Pryer stated that she submitted photographs to the Fire Marshal and was informed that it is an eminent fire hazard but nothing has been done to take care of the problem.

Mr. Ross Mackey complained that Main Street is too narrow which is unsafe and there are many speeding drivers in that area.

Mayor Cobb stated Main Street was intended as a residential area and is now being utilized as a commercial area.



Mr. Boris Smith stated unused commercial businesses and remnants of burned houses have been left unattended by property owners which is unattractive. He stated the City needs to clean up Hobbs.

Mayor Cobb recommended that Mr. Smith submit a list of the abandoned structures to the City. He stated these structures are reviewed by the City on a complaint-driven basis.

Ms. Cathy Marshall stated she has complained to the City regarding a barbed wire fence on Main and 5<sup>th</sup> Street which is against City ordinance and dangerous to school children who board the school bus at that location.

Ms. Pearl Bell stated there are mobile homes being set up in Hobbs during the night which do not comply with the City's existing ordinance regarding mobile homes. She stated most of these mobile homes do not have siding and are in very bad condition. Ms. Bell stated a problem area is East Humble Street and 8<sup>th</sup>. She also stated that it would be nice to have sidewalks in that area. Ms. Bell stated that there is also illegal building of mobile homes in the community.

Ms. Wanda Bell stated the current ordinance that prohibits connecting travel trailers to utilities is not being enforced. She stated there are travel trailers across from Edison Elementary School.

Mayor Cobb stated travel trailers and the illegal building of mobile homes are will be investigated by the City. He recommended that Ms. Bell submit a list of her complaints to the City.

Mr. Byron Marshall questioned why public comments from citizens is scheduled at the beginning of the meeting and not at the end where a citizen can comment on hot topics that the Commission has discussed. Mayor Cobb stated public comments are for non-agenda items. He stated citizens are allowed to comment on hot topics because the Commission holds public meetings to discuss topics that are concerning to citizens.

Commissioner Newman stated the Commission does get feedback during the discussion of action items.

Mayor Cobb stated the Commission will discuss important items in the most appropriate method such as scheduling meetings for the specific item.

Mr. Marshall stated that Code Enforcement in Las Cruces, New Mexico, drives around the community and issues citations for code violations. Mayor Cobb stated

the City of Hobbs does not have zoning and cannot enforce deed restrictions. He stated citizens need to report any structures or conditions that are unsanitary.

Mr. Shawn Williams, Fire Captain, stated the City of Hobbs Code Enforcement Division consists of four employees who do a very fine job. He stated it is also the responsibility of the community to work together to assist in cleaning up their City. The audience applauded.

### **Consent Agenda**

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

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

Resolution No. 6267 - Adopting a Policy Update for Section 3 Plan 2015.

Resolution No. 6268 - Adopting a Policy Update for Residential Anti-Displacement and Relocation Assistance Plan 2015.

Resolution No. 6269 - Adopting a Policy Update for Citizen Participation Plan 2015.

Resolution No. 6270 - Authorizing Board Appointments to Various City Advisory Boards.

Resolution No. 6271 - Approving the New Mexico State Fire Protection Fund Application for FY 16.

Resolution No. 6272 - Authorizing the Opening of Three (3) New Special Revenue Funds in Accordance with State Audit Rule 2.2.2.10(L).

Resolution No. 6273 - Approving and Accepting Zia Crossing Subdivision, Unit 2, as Submitted by Property Owner Black Gold Estates, LLC, and Recommended by the City of Hobbs Planning Board.

Resolution No. 6274 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality.

Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes.

The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

### **Discussion**

*Review of City's Street Name Change Policy.* Mr. Kevin Robinson, Development Coordinator, stated there is a City policy in place for private drive names and street name changes. He explained the procedures of the City Street Name Change Policy and stated the first step is for the requester to submit an application to the City. Mr. Robinson stated there have been no applications received from any member of the community regarding a name change for Dal Paso. Mr. Robinson stated once an application has been received by City staff, it will then be submitted to the Planning Board for consideration and recommendation to the Commission for final approval or denial. He stated the Planning Board meetings are scheduled at 10:00 a.m. on the third Tuesday of every month.

Mayor Cobb stated a special meeting can also be scheduled after 5:00 p.m. to receive comments from citizens regarding an important issue. He stated, as an example, the City scheduled a meeting after 5:00 p.m. when the public discussed a proposed RV park on Jefferson. Mr. Robinson agreed.

In reply to Mayor Cobb's question, Mr. Robinson clarified that the City has not received any application or request to rename Dal Paso Street. Mayor Cobb directed citizens to go to the City's Engineering Department to pick up an application to rename a street if so desired.

Commissioner Mullins stated one of the requirements for a street name change is a petition that needs to be circulated within the affected area and has to have 75% of residents' signatures approving the change.

Mr. Robinson stated if the Planning Board rejects a request of a name change, the decision can be appealed to the Commission by the requester.

Mayor Cobb stated the Planning Board rejected a request from Zia Park Race Track and Casino to rename Millen Drive to Zia Park Drive. He stated the Commission agreed with the decision of the Planning Board.

Mayor Cobb stated as the Mayor, he has the right to set limits on public comments. He stated if there is not a formal request for a street name change, then there is nothing to discuss. He recommended that the citizens wait for a request to be submitted before having any discussion. Mr. Mike Stone, City Attorney, agreed that the topic is not ripe for discussion at this time.

**Action Items**

**PUBLIC HEARING: Resolution No. 6275 - Concerning the Application of Paris Holdings, LLC, d/b/a El Fogon Restaurant Mexican & Seafood for Transfer of Ownership of Liquor License No. 2644 Located at 3414 North Lovington Highway.**

Mr. Mike Stone, City Attorney, was appointed as the Hearing Officer. Mr. Jerry Hamm, with Liquor License Brokerage and Consulting, will present testimony in the hearing via conference telephone regarding the application of Paris Holdings, LLC, d/b/a El Fogon Restaurant Mexican & Seafood for transfer of ownership of Liquor License No. 2644 Located at 3414 North Lovington Highway. Mr. Stone verified that Mr. Hamm was able to hear and be heard via telephone.

Mr. Stone stated the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for transfer of ownership of the liquor license and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed transfer of ownership and location of the license should be granted. He further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or locations and a copy of the record must be submitted to the Alcohol and Gaming Division. Mr. Hamm testified that all the above statements made by Mr. Stone are true and correct to his knowledge.

Proper publication having been made, and there being no discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6275 be adopted approving the transfer of ownership of Liquor License No. 2644 to Paris Holdings, LLC, d/b/a El Fogon Restaurant Mexican & Seafood located at 3414 North Lovington Highway, Hobbs, New Mexico. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Buie yes, Calderón yes, Mullins abstain, Sena abstain, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Mr. Hamm expressed his appreciation to the Commission for allowing him to participate in the meeting telephonically.

**FINAL ADOPTION: Ordinance No. 1082 - Repealing Chapter 15.08 of the Hobbs Municipal Code Relating to Fire Zones.** Mr. Robinson stated the City created Fire

Zones within the municipal boundaries in 1957 adopting the 1939 Uniform Building Code and to conform to the UBC declaring the entire City as a fire district and designating Fire Zones 1-3. He stated the International Fire Code and the International Building Code have provisions in place to address the intent of Chapter 15.08 of the Municipal Code which makes a declaration of a fire district and designating fire zones superfluous. The City and Planning Board are requesting to repeal Chapter 15.08 Fire Zones.

Proper publication having been made, and there being no public comments or discussion, Commissioner Buie moved that Ordinance No. 1082 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Mullins yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

*Resolution No. 6276 - Approving On-Site Video Security Standards for Multi-Family Developments as Recommended by the Planning Board.* Mr. Robinson stated the City Planning Board is recommending new on-site video security standards for multi-family developments to reduce the impact of new multi-family development when located adjacent to existing residential neighborhoods. He stated during the past two years, the Planning Board has reviewed numerous proposals from new multi-family developments. Mr. Robinson stated almost all of these developments represent a greater density of population than the adjoining properties historic usage. He stated the standards seek to mitigate any negative impacts on existing residential neighborhoods by these higher density developments. Additionally, the interconnectivity required by the proposed standards would afford first responders situational awareness prior to arriving on-site. Mr. Robinson stated the Planning Board studied this proposal on December 17, 2013, and after careful deliberations has recommended the proposal. He added that the proposed policy is intended to be an important tool in preserving and protecting existing residential neighborhoods, which is one of the most important goals of the Comprehensive Plan.

Commissioner Sena stated the on-site video security standards for multi-family developments is an additional safety measure for the City's police officers. Mr. Robinson added that it is safety for police officers and also fire rescue and residents.

In reply to Commissioner Sena's question, Mr. Robinson stated that other communities impose on-site video security standards for multi-family developments

Commissioner Newman moved that Resolution No. 6276 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes.

The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6277 - Approving the Preliminary and Final Plan for Davis Acres, with Variances, as Recommended by the Planning Board, Located Northwest of Intersection of Lovelady Road and North Fowler. Mayor Cobb recommended that this item be tabled. Commissioner Sena moved that Resolution No. 6277. Commission Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Resolution No. 6278 - Granting Preliminary Approval to the Issuance of Multi-Family Housing Revenue Bonds (Washington Place Apartments) in One or More Tax-Exempt or Taxable Series in an Aggregate Principal Amount Not in Excess of \$6,000,000. Mr. Robinson stated a request has been submitted to the City by representatives of Huntly Witmer Development LLC, a California Limited Liability Company, for the City to issue Multi-Family Housing Revenue Bonds for the rehabilitation of Washington Place Apartments. He stated project revenue bonds are a finance tool whereby the project receives funds up-front based on the issuance and sale of the bonds and the projects future revenue stream is pledged for the repayment of the bonds. Mr. Robinson stated the municipality in this instance acts as a conduit between the project and the bond market. He stated that issuance of these types of bonds does not affect the municipality's bonding capacity because the income securing the bonds are and will be outside the control of the municipality. Mr. Robinson stated all costs associated with this issuance will be paid by the bond proceeds recipient, including fees charged by the municipality's bond counsel. Additionally, the Developer is not asking the municipality for financial participation with this project, and the project will not be competing with NMMFA's 9% LIHTC project funds.

In response to Mayor Cobb's question, Mr. Robinson stated the Revenues Bonds are in the amount of \$6 million but this is only the preliminary stage and Huntly Witmer Development, LLC, will have to present the final bond request to the Commission for final approval. He stated the bond will be utilized to rehabilitate Washington Place Apartments in order to be in compliance with current Building and Fire Codes. Mr. Robinson stated there are three groups of Washington Place Apartments that will be rehabilitated and are located at Marland/6th, Main Street and Wolfcamp. He reiterated there will not be any financial obligation to the City. Mr. Murphy agreed.

Commissioner Mullins moved that Resolution No. 6278 be adopted as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes.

The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Special Project with the Economic Development Corporation of Lea County (EDC). Mr. Stone explained the special project with the EDC and stated the EDC has requested additional funding from the City through the Professional Agreement for a retail study that will cost \$78,350.00.

In reply to Commissioner Newman's inquiry, Ms. Allen with EDC stated Catalyst Commercial is a consulting firm selected to assist the EDC to identify retail strategies and recruitment opportunities for the City retail trade area. She stated it is only for retail industry and not the oil and gas industry.

In response to Mayor Cobb's inquiry, Ms. Allen stated the Catalyst Commercial will provide 10 prepared prospect packages to EDC and will conduct a traffic count analysis in eight locations.

Mr. Murphy stated he and Ms. Lindsay Chism, Director of Communications, are assisting the EDC on the special project to identify retail strategies.

There being no further comments, Commissioner Sena moved to approve and amend the EDC professional services agreement to contract with Catalyst Commercial to identify retail strategies and recruitment opportunities for the City retail trade area for an additional amount of \$78,350.00. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

Resolution No. 6279 - Authorizing FY 15-16 Funding Appropriations to Various Social Service Agencies and Authorizing the Mayor to Execute Professional Services Agreements with Each Agency. Mayor Cobb stated a committee was formed that consisted of Commissioners Buie and Calderón to recommend funds to Social Services Agencies. He stated the recommended amount to award to the various Social Services Agencies is in the amount of \$233,500.00

Commissioner Sena disclosed that his sister, Ms. Elaine Sena, is the Executive Director of My Power, Inc., and he would like to vote if acceptable with the Commission. It was the consensus of the Commission that Commissioner Sena be allowed to vote on the appropriations to the various Social Service Agencies.

Mayor Cobb stated the recommended appropriations to the various agencies are at the same funding level as last year.

Commissioner Mullins moved that Resolution No. 6279 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*PUBLICATION: Proposed Ordinance Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement with the New Mexico Finance Authority in the Total Amount of \$3,200,000.* Mr. Tim Woomer, Utilities Director, explained the proposed ordinance and stated the New Mexico Finance Authority (NMFA) approved Water Trust Funding for the City's effluent reuse project in the amount of \$3.2 million. He stated the funding structure consists of a 40% loan component in the amount of \$1,280,000.00 with a 20 year term at a net interest rate of .25% (administrative fee of 1/4 of 1%) and a 60% grant in the amount of \$1,920,000.00.

Mayor Cobb stated the proposed ordinance authorizing a Water Project Fund Loan/Grant Agreement with the NMFA is part of the City's Master Plan for reuse of effluent water along the Lovington Hwy. Health Trail and at the golf course.

There being no further discussion, and no comments from the audience, Commissioner Boyd moved that the Commission publish notice of its intent to adopt the ordinance at a later date. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Commissioner Boyd thanked Mr. Woomer for a good job and presenting the Water Project Fund Loan/Grant Agreement with NMFA. He stated it has been a long work process.

Commissioner Mullins read a letter to the Commission and audience regarding her voice in the community. She stated the issues she chooses to voice are great concerns that are brought to her by her constituents. Commissioner Mullins stated she has received harassing remarks regarding the street name change from South Dal Paso to Dr. Martin Luther King by members of the community and it has been a very tough week.



Executive Session. Mayor Cobb announced that the Commission will be meeting in Executive Session pursuant to §10-15-1(H)(7), N.M.S.A., 1978, for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. Commissioner Newman moved to convene in Executive Session. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The Commission convened in closed session at 7:30 p.m.

At 7:35 p.m., the City Commission reconvened in regular session. Mayor Cobb stated the only item discussed by the Commission was pending litigation and no action was taken during the closed session

Consideration of Approval of Settlement with Lipham Construction. Mr. Stone stated in 2011, Lipham Construction performed seal coating to several roads in Hobbs. He stated there was significant rock loss on the project and the City requested Lipham to warranty the defective work. Mr. Stone stated Lipham contended the rock loss was not caused by their work. The City initiated its legal remedy of arbitration which was scheduled in May, 2015. He stated Lipham has agreed to pay the City the sum of \$225,000.00 for a complete settlement as to all claims the City has against them in this matter.

There being no comments, Commissioner Newman moved to approve the settlement with Lipham Construction in the amount of \$225,000.00. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the settlement and supporting documentation are attached and made a part of these minutes.

#### **Comments by City Commissioners, City Manager**

Commissioner Boyd expressed appreciation for allowing his telephonic attendance at the meeting. He stated his son is having surgery in the morning at 7:00 a.m.

Commissioner Sena expressed appreciation to everyone for attending tonight's meeting.

Commissioner Buie stated he is proud of the Fire Chief, Fire Marshal and their staff for all the hard work they do in the community.

In reply to Commissioner Newman's question, Mr. Woomer stated the City Water Department mailed water conservation brochures with an error which stated the

watering times were 4:00 a.m. to 11 a.m. but should have read 4:00 a.m. to 8:00 a.m. He stated the brochures will be re-mailed with the correct times. Mr. Woomer stated that refrigerator magnets will also be printed. Commissioner Newman requested that the Commission review the reprinted brochure before it is re-mailed. Mr. Woomer agreed.

Mr. Woomer stated he has been assisting home owners with reprogramming their sprinkler controllers to assist them with the transition into water conservation.

Mayor Cobb stated that he has received numerous comments regarding water conservation because it the process is not clear to the community.

Mr. Woomer stated he will do extensive public service announcements on the radio and television to educate the public about water conservation. He stated Ms. Chism will be assisting with the media releases.

Mr. Murphy commended Capt. Shawn Williams for standing up for Code Enforcement and facing adversity. He expressed his appreciation to the Community Services Department staff for all of their hard work.

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

**Adjournment**

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Mullins seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:55 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, April 6, 2015, at 5:00 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico.

Mayor Cobb called the work session to order and welcomed everyone in attendance. The following were present:

Mayor Sam D. Cobb  
Commissioner Marshall Newman  
Commissioner Jonathan Sena  
Commissioner Crystal Mullins  
Commissioner Joseph D. Calderón  
Commissioner Garry A. Buie

Absent: Commissioner John W. Boyd

Also present were Mr. J. J. Murphy, City Manager, Mr. Mike Stone, City Attorney, Ms. Jan Fletcher, City Clerk and Ms. Mollie Maldonado, Deputy Clerk. Other staff members and public were also present.

Mayor Cobb welcomed everyone in attendance at the work session. He stated the purpose of today's meeting is to hear presentations from the exempt agencies for FY 15-16 funding. He emphasized that each agency will have a five-minute time limit for the presentation and response to questions by the Commission.

**EDC of Lea County**

Ms. Melinda Allen of the EDC of Lea County (EDC) presented a request to the Commission for \$200,000.00 in operational funds and \$50,000 for a special project. She reviewed the projects and accomplishments of the EDC for the past year.

A brief discussion was held as to when the results of the housing study would be completed. Discussion also took place about the importance of continuing the focus on economic diversification in the community. Mayor Cobb stated emphasis should be placed on economic diversification outside of the oil and gas industry.

In response to Commissioner Newman's question, Ms. Allen stated the EDC does partner with the various Chambers of Commerce but mostly the EDC focuses on industrial development.

Mayor Cobb distributed some literature to Ms. Allen regarding the things that are most important in how to best offer incentives to attract new development.

Mr. J. J. Murphy, City Manager, stated the \$50,000.00 request on tonight's City Commission agenda is for the cost of the Catalyst Commercial Retail Report to identify strategies and recruitment opportunities for the City of Hobbs' Retail Trade Area.

Mr. Tres Hicks, incoming Chair of the EDC, stated the EDC has an excellent staff that are well respected statewide. He stated the success of the EDC can be attributed to the great collaboration by all agencies which has helped to place Hobbs ahead of other communities in attracting new development.

**Juneteenth Committee**

Ms. Cathy Marshall requested funding in the amount of \$15,000.00 from the City's general fund. She stated the Lodgers' Tax funding is used by the Committee for advertising the Juneteenth Event. She stated the organization is going to focus on trying to raise funds through increased attendance at the Carl Mackey Softball Tournament. Ms. Marshall stated that the organization works on cultural education in the community.

Commissioner Newman stated the Juneteenth Committee is a good organization, and he would like to see the group become a little more pro-active. Ms. Marshall stated the Carl Mackey Softball Tournament will be held this year. Commissioner Mullins stated this year there will not be a conflicting event with the Adult Soccer League.

**Hobbs Chamber of Commerce**

Mr. Grant Taylor expressed appreciation to the City for its current funding and support. He reviewed a list of the Chamber Board Members and stated the Chamber strives to promote commerce, community and character. Mr. Taylor explained that social media is a big focus for the Chamber using Facebook and its website to promote Hobbs. He stated the Hobbs Chamber of Commerce distributes maps and publications each day in the community and also mails relocation packets to anyone who is interested in moving to the area. He stated the Chamber is requesting funding in the total amount of \$75,000.00 which will be utilized as follows: \$30,000 for welcome services; \$17,500.00 for "Find It in Hobbs" campaign to promote commerce; \$17,500.00 for "Hobbs Jobs" to promote commerce; and \$10,000.00 for administrative and overhead costs.

In response to Commissioner Newman's question, Mr. Taylor stated the Chamber works with the GEO Group and will attempt to get its sign replaced through work of the inmates.

Mayor Cobb commended Mr. Taylor and the Chamber for its great electronic media and promotion of Hobbs.

**Hobbs Hispano Chamber of Commerce**

Mr. Sal Villarreal and Ms. Rose Scott presented a request to the City for funding in the amount of \$60,000.00. Mr. Villarreal stated the primary focus of the Hispano Chamber is the needs of the business community. He stated community support is growing with over 300 members. Mr. Villarreal stated that community events are hosted such as Fiesta de Salud (Health Fair), Fiestas de Septiembre and the Mariachi Christmas. He stated new opportunities are being explored for a business incubator.

Ms. Scott stated all businesses are important, no matter how large or small. She stated that the President of the Carlsbad Little League Association commended Hobbs for its improvement of the ballpark facilities and that the recent tournament was an excellent event.

Commissioner Calderón stated the Hispano Chamber started small but is now growing.

Commissioner Buie thanked the Hispano Chamber for their presentation.

Commissioner Newman encouraged all three Chambers to continue working together to promote Hobbs.

**African-American Chamber of Commerce, Hobbs**

Ms. Helen Houston thanked the City for its support. She presented a funding request in the amount of \$45,000.00 for operational expenses. She stated the group has been in existence for three years and is debt free. She emphasized that the organization is about the entire community and people, not segregation. Ms. Houston stated they are planning to have Mr. Orrin Hudson speak to the students at the school to encourage them to make better decisions in their life and to stay in school. Mr. Hudson uses the game of chess as a teaching mechanism during his visits. She briefly described other activities planned by the Chamber, including the possibility of hosting a National Chess Tournament and the Young Entrepreneur Expo.

In reply to Commissioner Newman's question, Ms. Houston stated the Chamber has 67 active members.

Commissioner Buie thanked Ms. Houston for her presentation and stated the Chamber has a good Board.

Commissioner Mullins stated she appreciates the hard work by the Chamber.

In answer to Mr. Murphy's inquiry, Ms. Houston stated \$45,000.00 is being requested from the City's general fund and 30,000.00 is being requested from the Lodgers' Tax fund.

Mr. Murphy stated he very much appreciated the collaboration of all the Chambers of Commerce to meet and work together. He stated it was a great first step, and he would like to build on it. Mr. Murphy remarked that each Chamber has a different level of activity.

**Community Drug Coalition of Lea County (CDC)**

Ms. Rhonda Tyler presented a request from the CDC for funding in the amount of \$125,000.00, the same amount as last year. She reviewed the special projects proposed by the CDC as follows:

1. Drug Court - \$25,000
2. Mentoring Program - \$25,000
3. Public Education - \$20,000
4. Substance Abuse Awareness - \$20,000
5. Sustainability - \$10,000
6. Business Prevention Drug Free Work Place - \$10,000
7. Safety Presentations - \$15,000

Ms. Tyler stated the CDC's main purpose is to reduce drug abuse in Lea County through prevention, intervention and treatment. She highlighted the details of the programs, many of which focus on prevention. She stated 189 clients have gone through treatment.

In response to Commissioner Newman's question, Ms. Kathi Bearden stated the legislation on a proposed alcohol tax was tabled. She commented that a large number of liquor lobbyists spoke in opposition to the bill. While progress was made, she stated the CDC will continue working toward next year's 30-day Legislative session.

Commissioner Mullins stated she appreciates the CDC's commitment to the community.

Mayor Cobb stated the City needs to take action to formally recognize the CDC as an exempt agency. He requested that the City Attorney draft the necessary documents for consideration by the Commission at its next meeting.

There being no further discussion by the Commission, the meeting adjourned at 6:00 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



# **CONSENT AGENDA**





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

**SUBJECT: Condemnation Recommendation Structure Contained on Attachment "A"**

DEPT. OF ORIGIN: Community Services

DATE SUBMITTED: April 10, 2015

SUBMITTED BY: Jose Marquez, Building Inspection

**Summary:**

In its continuing promotion of safety and clean up efforts in the City of Hobbs, the Environmental Division of the Hobbs Community Services has identified one structure which presents safety and fire hazards which warrant its destruction. This structure is in dire need of repair. Attachment A contains information of the property.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

*[Signature]*  
Finance Department

The demolition and clean up of this property will cost approximately \$50,000.00. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

**Attachments:**

1. Resolution
2. Photo of Structure contained in Attachment A.

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*[Signature]*  
City Attorney

**Recommendation:**

The City Commission approve the adoption of the Resolution determining the structure is ruined, damaged and dilapidated and a menace to public health and safety and requires removal from the real property.

Approved For Submittal By:

*[Signature]*  
Department Director

*[Signature]*  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 6280

A RESOLUTION DETERMINING THAT CERTAIN  
STRUCTURES ARE RUINED, DAMAGED AND DILAPIDATED,  
ARE A MENACE TO PUBLIC COMFORT, HEALTH AND  
SAFETY AND REQUIRES REMOVAL FROM THE MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA, as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structures thereon are ruined, damaged and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; or, if such service cannot be had, that a copy of this Resolution be posted on the premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of April, 2015.

ATTEST:

\_\_\_\_\_  
SAM D. COBB , Mayor

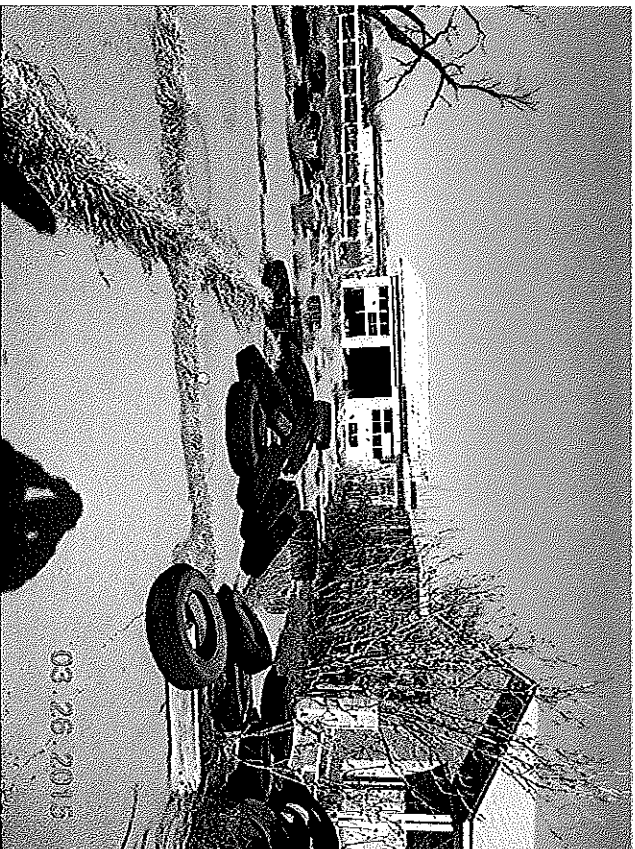
\_\_\_\_\_  
JAN FLETCHER, City Clerk

**Attachment A**

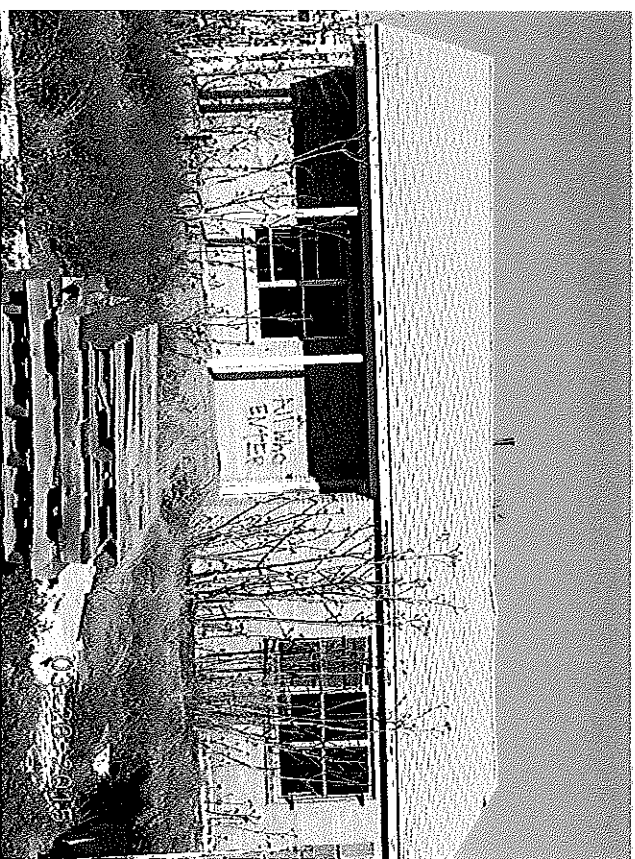
	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>	<b>Estimated Cost of Demolition</b>
1	1501 N. Seminole Hwy  215.89 AC LOC W2 SEC 25 & E2 SEC 26 Hobbs, Lea County, New Mexico	City of Hobbs	200 E. Broadway Hobbs, NM 88240	\$ 50,000.00

# 1501 N SEMINOLE HWY.

**BUILDING 1**



**BUILDING 1**



# 1501 N SEMINOLE HWY.

**BUILDING 1**



**BUILDING 1**



# 1501 N SEMINOLE HWY.

BUILDING 1



BUILDING 1



# 1501 N SEMINOLE HWY.

**BUILDING 1 INSIDE**



**BUILDING 1 INSIDE**





# 1501 N SEMINOLE HWY.

BUILDING 1 INSIDE



BUILDING 1 INSIDE



# 1501 SEMINOLE HWY.

BUILDING 1 INSIDE



BUILDING 1 INSIDE



# 1501 N SEMINOLE HWY

**BUILDING 2**



**BUILDING 2**



# 1501 N SEMINOLE HWY.

**BUILDING 3**

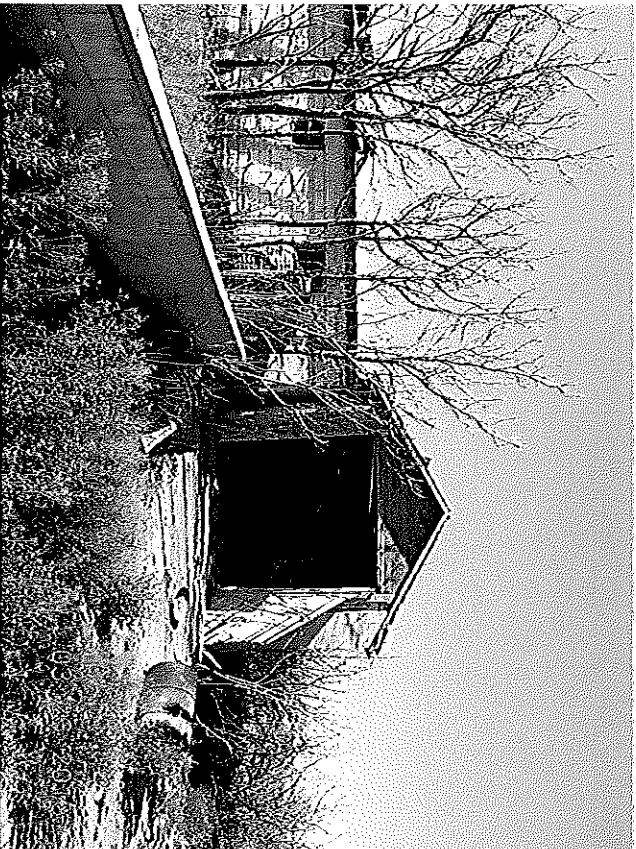


**BUILDING 3**



# 1501 N SEMINOLE HWY.

**BUILDING 3**



**BUILDING 3**



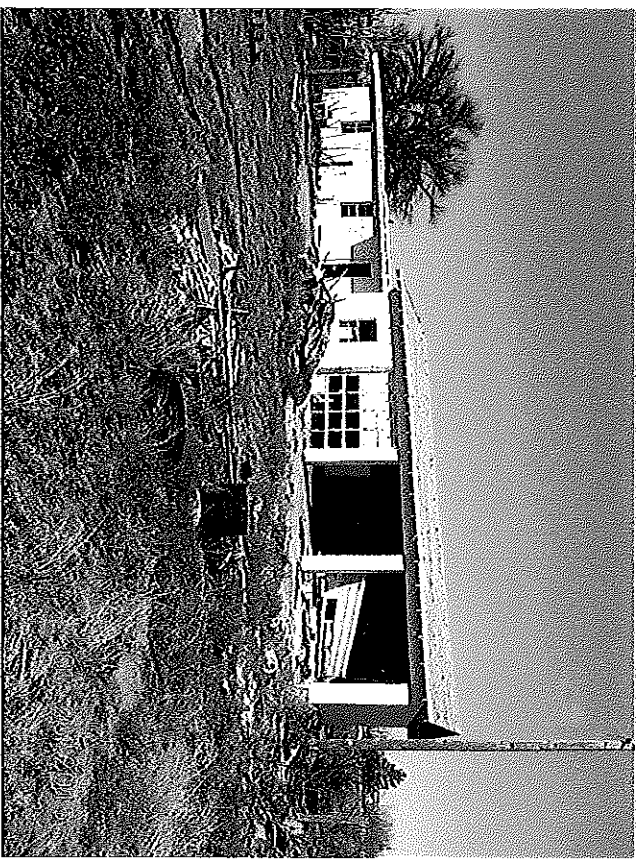


# 1501 N SEMINOLE HWY.

**BUILDING 4**



**BUILDING 4**

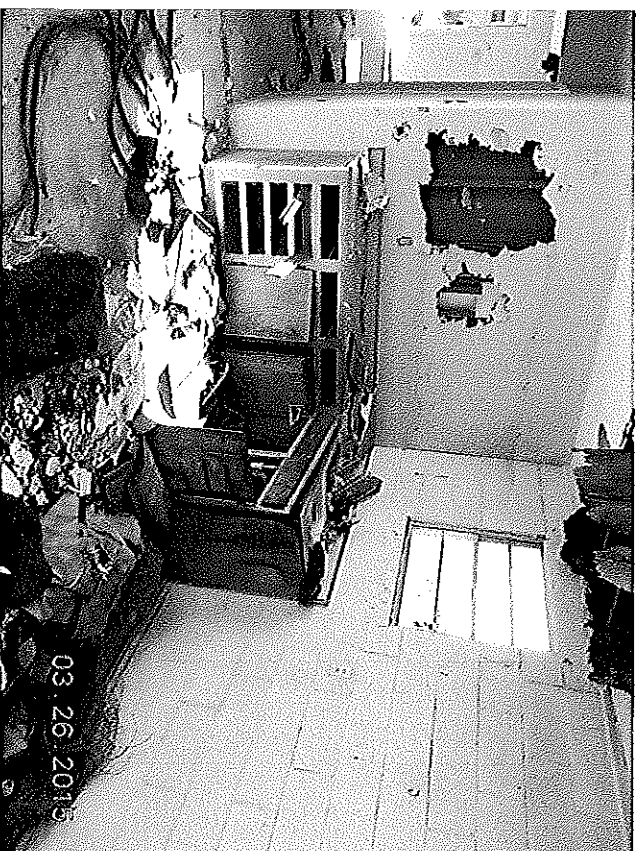


# 1501 N SEMINOLE HWY.

**BUILDING 4 INSIDE**



**BUILDING 4 INSIDE**





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20th, 2015

**SUBJECT: (PUBLICATION) AN ORDINANCE AMENDING SECTIONS 3.20.040 AND 3.20.080 OF THE HOBBS MUNICIPAL CODE REGARDING THE CITY OF HOBBS PROCUREMENT POLICY**

**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** 04-14-15  
**SUBMITTED BY:** Toby Spears, Finance Director

**Summary:**

The City of Hobbs is a "home rule charter" government who enacts its own procurement ordinance. The City of Hobbs adopted the home rule procurement ordinance # 1080 on November 17th, 2014. The City of Hobbs needs to update its ordinance to incorporate additional processes and procedures for guidance on procurement. The following is a list of the proposed changes:

- Adds language requiring a Certified Public Accountant to be employed in the Finance Department and making a Certified Procurement Officer optional (if a CPA is maintained within the Department)
- Adds language for annual renewal and review of contracts
- Adds language for determining and maintaining annual employment contracts vs contracts for independent contractors

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

Finance Department

No changes are anticipated with the passage of this proposed ordinance

**Attachments:** Ordinance

**Legal Review:**

Approved As To Form: \_\_\_\_\_

City Attorney

**Recommendation:**

Staff recommends approval of the Publication of the Ordinance

Approved For Submittal By:

\_\_\_\_\_  
Department Director  
J. G. Murphy  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
File No. \_\_\_\_\_ Denied



CITY OF HOBBS

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING THE  
CITY OF HOBBS PROCUREMENT POLICY

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Section 3.20.040 sub-section 3.15 of the Hobbs Municipal Code is hereby amended to include the following language:

Section 3.20.040 Purchasing Policy

3.15 CERTIFICATION OF PROCUREMENT OFFICER

The City of Hobbs is required to maintain a Certified Public Accountant within the Finance Department. The certification of a procurement officer is optional as it relates to the City of Hobbs Certified Public Accountant status.

BE IT FURTHER ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Section 3.20.080 sub-section 9 of the Hobbs Municipal Code is hereby amended to include the following language:

Section 3.20.080 Contract Policy/Procedures

9. All contracts will be drafted for a one year term with a three year option to re-new (when applicable). Before the contract year, a reminder notice will be sent by the Finance Department to the department who initiated the contract for review. The department will review and update any terms, scope of services, or any other terms set in the initial contract. Once reviewed, the department will sign the contract reminder notice along with the vendor. This constitutes exercising one of the three year options. Any significant changes to the initial contract will need to be reflected in an amendment to the initial contract, identifying any updates. The amended contract must be signed by all parties listed in the initial contract.

**Employment Contracts vs. Contracts of Independent Contractors**

All contracts will be subject to review by the City Manager, Personnel Director and Finance Director as it relates to determining whether a contract is considered to be an employment contract or a contract with an independent contractor. (IRS rules apply) Employment contracts will be reviewed annually by the City Manager during his/her evaluation process for the employee. Contracts with an independent contractor will follow the review procedure mentioned in procedure 9 Section VIII of procedures for obtaining a contract.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015, to become effective June 1, 2015.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20<sup>th</sup> 2015

SUBJECT: An ordinance amending 2.56.050 of the Hobbs Municipal Code

DEPT. OF ORIGIN: Human Resources  
DATE SUBMITTED: April 15<sup>th</sup>, 2015  
SUBMITTED BY: Nikki Sweet, Human Resources Director

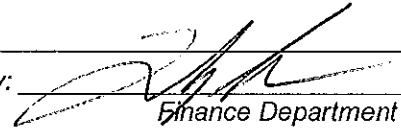
Summary: Pursuant to 2.56.060, The city manager may propose to the city commission amendments to Chapter 2.56, personnel rules, of the Hobbs Municipal Code.

With the growth of seasonal services The City of Hobbs offers, restricting the hiring of qualified candidates who are related to the city manager, commissioners or mayor to the third kindred has posed a hardship in filling vacant seasonal and temporary positions. Based on the nature and duration of these positions, the modification of the nepotism policy will not cause a conflict of interest.

The current nepotism policy, as adopted in 2003, will be updated to allow for the specified exceptions. Applicants related to the city manager, commissioners or mayor to the third kindred will no longer be excluded from employment in seasonal and temporary roles. In addition, applicants related to other employees who fall within the chain of command but are not related to the third kindred to the direct supervisor or the supervisor's supervisor will no longer be excluded from employment in seasonal and temporary roles.

Fiscal Impact:

Reviewed By: \_\_\_\_\_



Finance Department

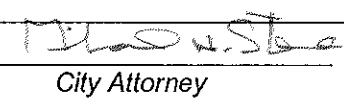
No Fiscal Impact

Attachments:

Ordinance

Legal Review:

Approved As To Form: \_\_\_\_\_

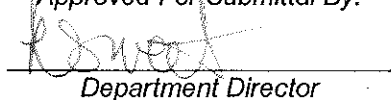


City Attorney

Recommendation:

Motion to publish ordinance.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REVISING CHAPTER 2.56.580 OF THE  
HOBBS MUNICIPAL CODE REGARDING NEPOTISM

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

2.56.580 Nepotism.

A. It is vital to the public image of the City to avoid the practice or appearance of nepotism in employment. In carrying out this policy, the following rules shall apply without exception unless specifically articulated herein.

- 1) No relative shall be hired in any capacity if related to the City Commissioners, the mayor, or the City Manager by blood or marriage to the third degree of kindred except as provided in subsection (A)(5). The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, great-grandparents, great-grandchildren, aunts, uncles, nieces and nephews.
- 2) No person shall be hired, promoted, or transferred to a position which is under the direct supervision or the departmental chain of command of a relative, in this case meaning a blood or marriage relation to the third degree of kindred, as defined in subsection (A)(1) of this section except as provided in subsection (A)(5) .
- 3) If two (2) employees are in positions of direct or indirect supervision through any departmental chain of command and these two (2) employees establish a relationship by marriage, other operation of law, or through lifestyle accommodations being the substantial equivalent of a family relationship, the City Manager may transfer one (1) of the employees to a position removed from the supervisory control of the other if it is determined that such transfer will serve the best interests of the City.

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

5) Relatives may be appointed to "seasonal" or "temporary" employment if related to the city commissioners, the mayor, or the city manager by blood or marriage to the third degree of kindred, as defined subsection (A)(1) of this section. No "seasonal" or "temporary" person shall be hired, promoted, or transferred to a position in which their immediate supervisor or supervisors supervisor is a relative, in this case meaning a blood or marriage relationship to the third degree of kindred, as defined in subsection (A)(1) of this section.

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

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
SAM D COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20th, 2015

**SUBJECT:** An adoption of City of Hobbs Inventory Management Policy (effective 5 1 2015)  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** 4-13-15  
**SUBMITTED BY:** Toby Spears, Finance Director

**Summary:**

The City of Hobbs has had prior audit findings as it relates to inventory. The City of Hobbs needs to adopt a formal written policy to achieve the following objectives:

- 1) Provide guidelines that employees of the City of Hobbs must follow in the management and control of inventory, including safeguarding and disposal of inventory
- 2) Procure inventory in line with established City of Hobbs Procurement Ordinance
- 3) Eliminate any potential misuse of inventory and possible theft

**Fiscal Impact:**


Reviewed By:   
Finance Department

Minimum and maximum inventory levels will be set with this policy as it relates to golf course merchandise and warehouse inventory. The warehouse inventory is valued at \$430,845. (audited 6-30-2014). The golf course pro shop inventory cost value is currently estimated at \$104,000. (as of April 13<sup>th</sup>, 2015)

**Attachments:**

Resolution  
Inventory Management Policy

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Staff recommends approval of the Inventory Management Policy

Approved For Submittal By:

  
Department Director  
  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6281

A RESOLUTION AUTHORIZING THE ADOPTION  
OF THE CITY OF HOBBS INVENTORY MANAGEMENT POLICY

WHEREAS, the City of Hobbs has had prior audit findings as it relates to inventory; and

WHEREAS, the City of Hobbs needs to adopt a formal written policy to achieve the objectives to provide guidelines that employees of the City must follow in the management and control of inventory, procure inventory in line with established City of Hobbs Procurement Ordinance and eliminate any potential misuse of inventory and possible theft;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to approve adoption of the City of Hobbs Inventory Management Policy (effective 5-1-2015).

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
SAM D. COBB, Mayor

Attest:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

CITY OF HOBBS  
INVENTORY MANAGEMENT POLICY  
(effective 5-1-2015)

OBJECTIVE:

The policy aims to achieve the following objectives which are to:

- a) Provide guidelines that employees of the City of Hobbs must follow in the management and control of inventory, including safeguarding and disposal of inventory
- b) Procure inventory in line with the established City of Hobbs Procurement Ordinance
- c) Eliminate any potential misuse of inventory and possible theft.

DEFINITIONS:

Cost – shall comprise costs of purchase, costs conversion, shipping and other costs incurred in bringing the inventories to their present location and condition

Inventories – are assets:

In the form of material or supplies to be consumed or distributed in the rendering of services  
Held for sale or distribution in the ordinary course of operations

Warehouse Manager – means the official responsible for the requisition, receipt, issue, recording, safeguarding of inventory and cost-effective and efficient management of inventory.

Obsolete Inventory – means items that have expired, are redundant or damaged

Re-order level – means the level of inventory at which inventory is re-ordered

Net Realizable – Is the estimated selling price in the ordinary course of operations less the estimated costs of completion and estimated costs necessary to make the sale exchange or distribution

Purchase Requisition – Electronic request that performs a budget check and detailing inventory items as to description, quantity, cost, and shipping

Purchase Order – Electronic authorized contract which is converted from a purchase requisition, detailing inventory items as to description, quantity, cost and shipping

Receiving - means ordered inventory items from an authorized purchase order are received by the warehouse manager, against the purchase order by line item

Invoice – means vendor billing document that matches authorized purchase order

SCOPE:

This policy applies to City of Hobbs inventory received by the warehouse manager and when applicable, the golf course manager.

#### INVENTORY PROCEDURES:

The procedures for inventory must be followed to ensure that:

- a) Inventory is safeguarded at all times
- b) There are accurate records of quantities on hand at all times
- c) Optimum inventory levels are maintained to meet the needs of users
- d) Only authorized issues of inventory are made to users
- e) Items placed in warehouse are secured and only used for the purpose for which they were purchased

#### ORDERING OF INVENTORY:

Each department must set its own Inventory reorder levels for all items in consultation with the Utilities Director or Golf Pro Shop Manager, the inventory levels must indicate the minimum and maximum inventory that can be maintained.

Due diligence and care shall be exercised in identifying low value and high value items of inventory

Minimum inventory level of high value items shall be ordered, any maximum order shall be based on specific requirement/need in order to avoid large amount of cash tied up on inventory

The purchase requisition will be requested by the warehouse manager/golf course manager detailing out description, items, cost, shipping and other costs and submitted through the MUNIS system or equivalent.

The purchase requisition will be converted to an authorized purchase order by the Finance Department and forwarded to the warehouse/golf pro shop for the receiving warehouse manager/golf pro manager to match the goods received against the order once goods are delivered

Purchase orders must thereafter be filed in date sequence

This file must form the basis for follow up of orders and for matching goods that are delivered to the warehouse department/golf course pro shop

The orders file should be reviewed weekly by the warehouse manager/golf course manager and any orders, which have not been delivered as per the agreement with the buyer, must be followed up immediately

#### RECEIPT OF INVENTORY:



The quantity and quality of the inventory received from suppliers must be according to specifications and information on the purchase order .

The warehouse manager/golf course manager must compare the delivery receiving document to the purchase order before accepting the goods

The invoice or delivery receiving document must match the supplier name and order number

The warehouse manager/golf course manager must create an electronic receiving input into the MUNIS system or equivalent to record all the inventory items delivered in good condition

The warehouse manager/golf course manager must ensure that:

- a) All receiving documents or invoices are signed by him/her and the driver
- b) All incorrect delivery items are rejected and clearly identified on both copies of the delivery receiving document and or invoice
- c) The supplier signs all amendments

The inventory received must then be transferred to the secured warehouse/golf course pro shop by the warehouse/golf pro shop designated staff, and the goods received are numbered and quantities captured on the bin by the warehouse manager (when applicable by the golf course manager)

The inventories must be stored in their respective sections once they have been received

The inventory record/database system must be updated on the day the goods are received by the warehouse manager/golf course manager

#### STORAGE OF INVENTORY:

Inventory must be stored in a secured, exclusive use area, under lock and key, furthermore the inventory must be insured

The area must be used exclusively for the storage of inventory, with limited authorized access only

Inventory must be positioned to facilitate efficient handling and checking

All items must be stored separately, with proper segregation

Inventory must be clearly labeled for easy identification. Inventory tag/bin labels may be used to identify each item and to aid in the physical verification of the items.

Where possible, all items of the same typed and reference must be stored together as per the description on the inventory records

Due diligence and care must be exercised to prevent damage of, or deterioration of inventory

Steps must be taken to ensure safe custody of items, including precautions against loss or theft

The warehouse manager is responsible for the custody and care of inventory and must ensure that in his/her absence, such items, where applicable, are securely stored

No unauthorized persons/officials shall obtain entry to premises, buildings or containers where inventory is kept, unless accompanied by the warehouse manager or designee

#### ISSUING OF INVENTORY:

Only the warehouse manager is authorized to issue inventory from the warehouse

Inventory must only be issued in terms of the approved "pick ticket" form generated by the City of Hobbs MUNIS system

The warehouse manager must update quantities in the MUNIS database any inventory items issued from the "pick ticket"

Inventories must be issued and used for official purposes only

#### OBSOLETE INVENTORY:

The preparatory work for the disposal of obsolete inventory must be undertaken by the warehouse manager and verified by the Utilities Director/Parks Director.

The Finance Officer must approve the disposal of obsolete inventory.

The final approval of write-off of obsolete inventory would be executed by resolution with approval of the Hobbs City Commission

The obsolete inventory must satisfy that:

- a) The inventory has expired and is redundant
- b) The inventory is of a specialized nature and has become outdated due to the introduction of upgraded and more effective products
- c) The inventory cannot be used for the purpose for which it was originally intended
- d)

#### INVENTORY COUNT:

Items may be subject to an inventory spot count on a monthly basis.

Inventory counts may be carried out on a four monthly basis with a full inventory count at the end of each fiscal year

All approved City of Hobbs procedures and processes must be complied with during the inventory count

The warehouse manager/golf course manager must document and report to the Utilities Director, Parks Director and Finance Director, any discrepancies between the inventory records database and the physical inventory

Once reported to the Utilities Director/Parks Director and Finance Director, the amount will be forwarded to City Commission by resolution for write-off of any inventory losses or write ups of surpluses

The appropriate disciplinary action must be instituted when applicable

The inventory record database must be updated accordingly

#### INVENTORY RECORDS:

An inventory record database must be maintained for all inventory items, electronically

All relevant information must be included for the proper management and control of all inventory items. It is recommended that details include but are not limited to:

- a) Order number/date
- b) Item description
- c) Quantity and value of stock on hand
- d) Quantity and value of stock received

- e) Quantity and value of stock issued
- f) Re-order level
- g) Optimum inventory level
- h) Quantity and value of obsolete stock
- i) Opening and closing balance

An inventory database must be printed monthly and the hard copy filed in a chronological order to maintain a proper audit trail

**REPORTING:**

A report must be submitted at each stock count to the Finance Department, Parks Director and Utilities Director detailing the following:

- a) Any inventory shortages or surpluses and the reasons for such
- b) Any inventory deficits proposed to be written-off
- c) Any obsolete inventory items

Inventories purchased during the fiscal year must be disclosed at cost

All fiscal year reports must be submitted to the Finance Department which will be forwarded to the City of Hobbs external auditors.



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

SUBJECT: Authorizing an allocation of Lodgers' Tax funds to fund various annual events for Fiscal Year 2016

DEPT. OF ORIGIN: Finance  
DATE SUBMITTED: April 13th, 2015  
SUBMITTED BY: Toby Spears, Finance Director

**Summary:**

On April 8th, 2015, the Lodgers' Tax Board met and recommended awarding, to Commission, various annual events for Fiscal Year 2016. The organizations and requests are listed on Exhibit A.

**Fiscal Impact:**

Reviewed By:   
Finance Department

March 31, 2015 Cash Balance (per Lodgers' Tax ordinance) for the Lodgers' Tax Fund is as follows:


Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 316,578.99
City and County (40%)	\$ 224,959.10
Airline (25%)	\$ 415,882.86

The 2016 budgeted lodgers' tax revenues are projected to be \$1,500,000.00

**Attachments:**

Exhibit A  
Financial Report for March 31, 2015  
Resolution

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

To be determined by City Commission.

Approved For Submittal By:

  
Department Director  
  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6282

A RESOLUTION AUTHORIZING ALLOCATION OF  
LODGERS' TAX FUNDS FOR FISCAL YEAR 2016

WHEREAS, the Lodgers' Tax Advisory Board met on April 8, 2015 and recommends awarding fund to various annual events for fiscal year 2016; and

WHEREAS, the City Manager recommends the following funding be approved in order to promote various annual events for the Fiscal Year 2016;

	Amount Requested	City Managers Recommendation	Lodger's Tax Board Recommendation	City Commission Recommendation
EDC – Airline Subsidy	\$500,000.00	500,000.00	500,000.00	_____
EDC – Promotion of Airline	107,000.00	107,000.00	107,000.00	_____
City of Hobbs Park & Recreation National Fastpitch Assoc.	17,400.00	17,400.00	17,400.00	_____
City of Hobbs Taylor Ranch	500,000.00	407,559.10	407,559.10	_____
City of Hobbs Slam & Jam Gus Macker	100,000.00	100,000.00	100,000.00	_____
Lea County Event Center	200,000.00	150,000.00	150,000.00	_____
Lea County Fair & Rodeo Board	250,000.00	150,000.00	150,000.00	_____
African American Chamber of Commerce	33,250.00	19,250.00	19,250.00	_____
Community Players of Hobbs (Community Playhouse)	17,900.00	17,900.00	17,900.00	_____
Hobbs Chamber of Commerce - Hobbs Holiday Tournament/Beer & Wine Fest	26,600.00	16,600.00	26,600.00	_____
Hispano Chamber of Commerce Mariachi Christmas	23,500.00	23,500.00	23,500.00	_____
Hispano Chamber of Commerce Fiesta De Septiembre	26,000.00	26,000.00	26,000.00	_____
Lea County Commission of the Arts	88,305.48	25,000.00	25,000.00	_____
Lea County Museum	25,000.00	25,000.00	25,000.00	_____
Light of Lea County	19,553.54	19,553.54	19,553.54	_____
Southwest Symphony	79,770.00	79,770.00	79,770.00	_____
Hobbs USSSA (17 events)	152,750.00	93,000.00	93,000.00	_____
Western Heritage Museum Complex	132,270.00	50,000.00	50,000.00	_____
Cycle City Promotions	50,000.00	50,000.00	50,000.00	_____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to allocate Lodgers' Tax Funds in the total amounts as specified herein.

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of April, 2015.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

City of Hobbs  
Analysis of Annual Lodgers' Tax Requests/Quarterly Funding Requests

Exhibit A

Non Profit/For Profit Entities 2016 Funding Annual RFP:		City Commission Recommended	City Manager Recommended	Lodgers' Tax Board Recommended	(Proposed) FY 2016 Requested Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	(current) FY 2013 Approved Funding	Difference from 2015 to 2016	Category
EDC - Airline Subsidy		500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	250,000.00	-	airline
EDC - Promotion of Airline		107,000.00	107,000.00	107,000.00	107,000.00	107,000.00	107,000.00	179,338.00	-	airline
<b>TOTAL ALLOCATION FOR 2014 EDC</b>		<b>607,000.00</b>	<b>607,000.00</b>	<b>607,000.00</b>	<b>607,000.00</b>	<b>607,000.00</b>	<b>607,000.00</b>	<b>429,338.00</b>	-	
1	City of Hobbs Parks and Recreation-Nat. Fastpitch Assoc.	17,400.00	17,400.00	17,400.00	17,400.00				17,400.00	local govt
	City of Hobbs-Rockwind Golf Course Marketing/Community Links Concert					504,314.44			(504,314.44)	local govt
	City of Hobbs - Taylor Ranch	407,559.10	407,559.10	407,559.10	500,000.00				500,000.00	local govt
2	Hobbs Downtown Slam & Jam Gus Macker Basketball Tour.	100,000.00	100,000.00	100,000.00	100,000.00		19,645.00	46,315.00	(25,300.00)	local govt
3	Lea County Event Center	150,000.00	150,000.00	150,000.00	200,000.00		163,600.00	100,000.00	25,000.00	local govt
	Lea County Fairgrounds				9,000.00		9,540.00	9,250.00	(9,000.00)	local govt
4	Lea County Fair & Rodeo Board	150,000.00	150,000.00	150,000.00	175,000.00		150,000.00	50,000.00	75,000.00	local govt
	Lea County Subsidy for Lea County Airport Hanger				250,000.00			250,000.00	-	local govt
<b>TOTAL ALLOCATION FOR LEA COUNTY/CITY OF HOBBS</b>		<b>824,959.10</b>	<b>824,959.10</b>	<b>824,959.10</b>	<b>1,067,400.00</b>	<b>988,614.44</b>	<b>342,785.00</b>	<b>453,565.00</b>	<b>78,785.56</b>	
5	575 Roller Babes (Awarded 3,500 dollars by Lodgers Board < 10 K)	3,500.00	3,500.00	3,500.00	6,600.00		3,500.00	3,500.00	3,100.00	NP
5	Juneteenth (Awarded 7,383 dollars by Lodgers Board < 10k)	7,383.00	7,383.00	7,383.00	7,383.00		7,383.00	7,003.00	-	NP
7	African American Chamber of Commerce	19,250.00	19,250.00	19,250.00	33,250.00		100,000.00	14,795.00	(750.00)	NP
8	Casa of Lea County				28,000.00				28,000.00	NP
9	Community Players of Hobbs (Community Playhouse)	17,900.00	17,900.00	17,900.00	17,900.00		17,900.00		-	NP
10	Hobbs Chamber of Commerce -Holiday Tourn/Beer & Wine Fest. (note: 3 - 0 with one Lodgers' Tax Board abstaining)	16,600.00	16,600.00	26,600.00	26,600.00				10,020.00	NP
11	Hispano Chamber of Commerce - Mariachi Christmas	23,500.00	23,500.00	23,500.00	23,500.00		62,900.00	16,800.00	(15,000.00)	NP
11	Hispano Chamber of Commerce - Fiestas De Septiembre	26,000.00	26,000.00	26,000.00	26,000.00		20,000.00	20,000.00	(625.00)	NP
12	Hobbs Kennel Club (Awarded 2,500 dollars by Lodgers Board < 10 K)	2,500.00	2,500.00	2,500.00	2,500.00		25,000.00	26,000.00	(25.00)	NP
13	Lea County Commission of the Arts	25,000.00	25,000.00	25,000.00	88,305.48		4,000.00	4,000.00	2,500.00	NP
14	Lea County Museum	25,000.00	25,000.00	25,000.00	25,000.00		50,000.00	50,000.00	48,305.48	NP
15	Light of Lea County	19,553.54	19,553.54	19,553.54	19,553.54		15,804.30		3,749.24	NP
16	Southwest Symphony	79,770.00	79,770.00	79,770.00	79,770.00		92,990.00	45,522.00	(4,022.00)	NP
17	United Way - Chili Fest (Awarded 9,500 dollars by Lodgers Board < 10 K)	9,500.00	9,500.00	9,500.00	9,500.00		9,475.00	9,425.00	9,500.00	NP
18 *	Hobbs USSSA (17 events)	93,000.00	93,000.00	93,000.00	152,750.00		3,500.00		152,750.00	NP
	Boys & Girls Club of Hobbs - Visitors Guide							625.00	-	NP
	Hobbs Quarterback Club							6,900.00	-	NP
19	Western Heritage Museum Complex	50,000.00	50,000.00	50,000.00	132,270.00		96,850.00	46,500.50	10,420.00	public entity
<b>TOTAL ALLOCATION FOR NON-PROFITS</b>		<b>418,456.54</b>	<b>428,456.54</b>	<b>428,456.54</b>	<b>678,882.02</b>	<b>309,109.30</b>	<b>396,648.00</b>	<b>210,244.00</b>	<b>369,772.72</b>	
* USSA total requests \$93,000 (original request = 152,750)										
	Tuff Hedeman Championship Bull Riding							20,000.00	-	P
	Kassis Entertainment - Vanilla Ice/Naughty by Nature							25,000.00	-	P
20	Cycle City Promotions-Kicker Arenacross/Monster Truck (note original requests 116,000 only 50,000 on profit entities)	50,000.00	50,000.00	50,000.00	50,000.00		47,700.00		-	P
<b>TOTAL ALLOCATION FOR FOR-PROFITS</b>		<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>47,700.00</b>	<b>45,000.00</b>	<b>-</b>	



Non Profit/For Profit Entities 2016 Funding Annual RFP:

	City Commission Recommended	City Manager Recommended	Lodgers' Tax Board Recommended	(Proposed) FY 2016 Requested Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	(current) FY 2013 Approved Funding	Difference from 2015 to 2016	Category
City of Hobbs - Fire and Police (15% allocation)		225,000.00	225,000.00	225,000.00	195,000.00	228,604.86	257,602.80	30,000.00	security
<b>TOTAL REQUESTED ALLOCATION</b>		<b>2,125,415.64</b>	<b>2,135,415.64</b>	<b>2,628,282.02</b>	<b>2,149,723.74</b>	<b>1,622,737.86</b>	<b>1,397,749.80</b>	<b>478,558.28</b>	
Ordinance Caps: (based on \$1,500,000 preliminary budget)	Estimated 3-31-2015 Beginning Cash	2016 Cap Amount	2016 Cap Amount plus Beginning Cash						
Security and Sanitation (15%)	316,578.99	225,000.00	225,000.00						
Non-Profit/For Profit/Public Entity (20%)	224,959.10	300,000.00	616,578.99						
City and County (40%)	415,882.86	600,000.00	824,959.10						
Airline (25%)		375,000.00	790,882.86						
<b>TOTAL</b>	<b>957,420.95</b>	<b>1,500,000.00</b>	<b>2,457,420.95</b>						

	City Manager 2016 Recommend	Lodgers' Board 2016 Recommend	Lodgers' Recommendation (Under)/Over Cap/Cash
Security and Sanitation (15%)	225,000.00	225,000.00	-
Non-Profit/For Profit/Public Entity (20%)	468,456.54	478,456.54	138,122.45
City and County (40%)	824,959.10	824,959.10	-
Airline (25%)	607,000.00	607,000.00	183,882.86
<b>TOTAL</b>	<b>2,125,415.64</b>	<b>2,135,415.64</b>	<b>322,005.31</b>

CITY OF HOBBS LODGERS' TAX REPORT

March 31, 2015

arter 3-31-2015

Month	Month	RECEIPTS			EXPENDITURES			NET CHANGE		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
***CASH BALANCE	06-30-00	\$17,743.48***								
00-2001 YTD		3,881,876.00	150,960.40	1,567.40	44,500.00	79,182.45	123,682.45			
***CASH BALANCE	06-30-01	\$40,801.16***								
01-2002 YTD		4,486,604.34	134,598.13	1,759.24	44,500.00	76,507.47	121,007.47			
***CASH BALANCE	06-30-02	\$56,151.51***								
02-2003 YTD		4,337,544.67	130,126.34	1,733.50	44,500.00	58,475.14	102,975.14			
***CASH BALANCE	06-30-03	\$85,036.21***								
03-2004 YTD		5,032,013.33	150,960.40	1,567.40	44,500.00	79,182.45	123,682.45			
***CASH BALANCE	06-30-04	\$113,881.56***								
04-2005 YTD		6,381,489.14	259,741.11	2,703.68	44,500.00	119,322.29	163,822.29			
***CASH BALANCE	06-30-05	\$212,504.06***								
05-2006 YTD		9,168,023.00	458,401.15	13,295.11	44,500.00	87,382.34	131,882.34			
***CASH BALANCE	06-30-06	\$552,317.98***								
06-2007 YTD		12,523,103.60	626,155.18	38,816.50	44,500.00	283,692.67	328,192.67			
***CASH BALANCE	06-30-07	\$889,096.99***								
07-2008 YTD		14,681,376.80	734,068.84	48,860.33	44,500.00	598,802.53	643,302.53			
08-2009 YTD		17,389,870.80	869,493.54	21,011.65	44,472.10	1,372,700.41	1,417,172.51			
09-2010 YTD		13,365,242.00	688,262.10	1,740.59	40,651.89	523,316.48	563,968.37			
*** CASH BALANCE	608,090.63									
CASH BALANCE	06/30/13	1,095,377.31	1,587,309.96	1,888.74	1,589,198.70	1,624,942.61	1,624,942.61			
July 2013		2,520,340.00	126,017.00	111.51	126,128.51	112,029.40	112,029.40	14,099.11	14,099.11	1,109,476.42
August 2013		2,595,962.80	129,798.14	101.83	129,899.97	58,600.00	58,600.00	71,299.97	85,399.08	1,180,776.39
September 2013		2,524,176.60	126,208.83	117.02	126,325.85	30,485.93	30,485.93	95,839.92	181,239.00	1,276,616.31
October 2013		2,374,420.60	118,721.03	126.05	118,847.08	163,155.87	163,155.87	(44,308.79)	136,930.21	1,232,307.52
November 2013		2,668,894.20	133,444.71	72.04	133,516.75	440,731.91	440,731.91	(307,215.16)	925,092.36	925,092.36
December 2013		2,410,961.00	120,548.05	132.20	120,680.25	5,705.76	5,705.76	114,974.49	(55,310.46)	1,040,066.85
SUBTOTAL		15,094,755.20	754,737.76	660.65	755,398.41	810,708.87	810,708.87			
January 2014		1,930,691.60	96,534.58	75.13	96,609.71	96,987.78	96,987.78	(378.07)	(55,688.53)	1,039,688.78
February 2014		2,283,961.40	114,198.07	88.31	114,286.38	133,497.61	133,497.61	(19,211.23)	(74,899.76)	1,020,477.55
March 2014		2,567,295.40	128,364.77	82.34	128,447.11	97,033.00	97,033.00	31,414.11	(43,485.65)	1,051,891.66
April 2014		2,658,046.60	132,902.33	97.11	132,999.44	61,565.45	61,565.45	71,433.99	27,948.34	1,123,325.65
May 2014		2,818,645.60	140,932.28	77.47	141,009.75	11,418.73	11,418.73	129,591.02	157,539.36	1,252,916.67
June 2014		3,105,632.00	155,281.60	107.10	155,388.70	362,117.40	362,117.40	(206,728.70)	(49,189.34)	1,046,167.97
SUBTOTAL		15,364,272.60	768,213.63	527.46	768,741.09	810,708.87	810,708.87			
CASH BALANCE	06/30/2014	1,046,187.97	1,522,951.39	1,188.11	1,524,139.50	1,573,328.84	1,573,328.84			
July 2014		3,159,550.20	157,977.51	166.68	158,144.19	12,189.63	12,189.63	145,954.56	145,954.56	1,192,142.53
August 2014		2,849,733.20	142,486.66	117.90	142,604.56	47,966.80	47,966.80	94,637.76	240,592.32	1,286,780.29
September 2014		3,539,271.40	176,963.57	116.90	177,080.47	290,400.26	290,400.26	(113,319.79)	127,272.53	1,173,460.50
October 2014		3,512,479.60	175,623.98	209.71	175,833.69	19,391.12	19,391.12	156,232.86	283,505.39	1,329,693.36
November 2014		2,965,754.40	147,787.72	209.71	147,997.43	35,419.72	35,419.72	112,577.71	396,083.10	1,442,271.07
December 2014		3,656,135.80	182,806.79	185.17	182,991.96	361,308.53	361,308.53	(178,316.57)	217,766.53	1,263,954.50
SUBTOTAL		19,672,924.60	983,646.23	796.36	984,442.59	766,676.06	766,676.06			
January 2015		3,560,372.60	178,018.63	141.48	178,160.11	58,903.18	58,903.18	119,256.93	337,023.46	1,383,211.43
February 2015		2,989,102.20	149,455.11	170.66	149,625.77	107,324.31	107,324.31	42,301.46	379,324.92	1,425,512.89
March 2015		3,388,411.80	169,420.59		169,420.59	93,121.38	93,121.38	76,299.21	455,624.13	1,501,812.10
April 2015		0.00	0.00	0.00	0.00	0.00	0.00	-	455,624.13	1,501,812.10
May 2015		0.00	0.00	0.00	0.00	0.00	0.00	-	455,624.13	1,501,812.10
June 2015		0.00	0.00	0.00	0.00	0.00	0.00	-	455,624.13	1,501,812.10
SUBTOTAL		9,937,886.60	496,894.33	312.14	497,206.47	259,348.87	259,348.87			
CASH BALANCE	03/31/15	1,501,812.10	1,480,540.56	1,108.50	1,481,649.06	1,026,024.93	1,026,024.93			

CITY OF HOBBS LODGERS' TAX PROGRAM						
3/31/2015						
	AWARD					
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT	CATEGORY
3/31/2015	CASH BALANCE				1,501,812.10	
<b>Proof of Cash:</b>						
<b>Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)</b>						<b>188,576.32</b>
15-01	HOBBS CINCO DEMAYO COMMITTEE	4/21/2014	15,000.00	0.00	15,000.00	NP
15-03	AFRICAN AMERICAN CHAMBER OF COMMERCE	4/21/2014	34,000.00	31,785.00	2,215.00	NP
15-05	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/21/2014	16,580.00	11,633.40	4,946.60	NP
15-06	HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	4/21/2014	24,125.00	20,000.00	4,125.00	NP
15-07	HISPANO CHAMBER OF COMMERCE - FIESTA DE SEPTIEMBRE	4/21/2014	26,025.00	21,748.81	4,276.19	NP
15-08	LEA COUNTY COMMISSION OF THE ARTS	4/21/2014	40,000.00	39,518.25	481.75	NP
15-10	SOUTHWEST SYMPHONY	4/21/2014	83,792.00	79,240.78	4,551.22	NP
15-13	WESTERN HERITAGE MUSEUM COMPLEX	4/21/2014	121,850.00	39,395.70	82,454.30	PE
15-19	575 ROLLER BABES	04/9/2014	3,500.00	2,538.92	961.08	NP
15-21	TUFF HEDMAN CHAMPIONSHIP BULL RIDING	07/9/2014	20,000.00	0.00	20,000.00	P
15-23	IMPACTO - JAG PROMOTIONS, LLC (CITY MANAGER APPROVED)	3/31/2015	9,500.00	0.00	9,500.00	P
15-24	NMJC - INDUSTRY JOB FAIR	3/1/2015	19,816.00	0.00	19,816.00	PE
	TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES		414,188.00	245,860.86	168,327.14	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				296,329.81	
	Cash Available for Allocation				<u>316,578.99</u>	
<b>Beginning Cash Available for Local Government (City and County) (40%)</b>						<b>397,813.92</b>
15-15	LEA COUNTY EVENT CENTER	4/21/2014	175,000.00	39,100.00	135,900.00	LOCAL GOV
15-18	CITY OF HOBBS PARKS AND RECREATION - GUS MACKER	4/21/2014	125,300.00	0.00	125,300.00	LOCAL GOV
15-19	CITY OF HOBBS ROCKWIND GOLF COURSE MARKETING	4/21/2014	504,314.44	0.00	504,314.44	LOCAL GOV
15-20	CITY OF HOBBS PUBLIC TRANSPORTATION TAXI	4/21/2014	0.00	0.00	0.00	LOCAL GOV
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		804,614.44	39,100.00	765,514.44	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				592,659.62	
	Cash Available for Allocation				<u>224,959.10</u>	
<b>Beginning Cash Available for Fire, EMS, Sanitation (15%)</b>						<b>222,247.36</b>
	CITY OF HOBBS - FIRE AND POLICE SUBSIDY 2015		222,247.36	0.00	222,247.36	SEC.
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		222,247.36	0.00	222,247.36	
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)				0.00	
	Cash Available for Allocation				<u>0.00</u>	
<b>Beginning Cash Available for Airline subsidy (25%)</b>						<b>237,550.40</b>
	EDC - 2015 AIRLINE SUBSIDY	4/21/2014	500,000.00	314,495.00	185,505.00	A/L
	EDC - 2015 MARKETING	4/21/2014	107,000.00	100,425.19	6,574.81	A/L
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY		607,000.00	414,920.19	192,079.81	
Add:	25% Monthly Tax Revenue				370,412.27	
	Cash Available for Allocation				<u>415,882.86</u>	

3/31/2015

CLOSED AWARDS

		AMOUNT	ACTUAL EXPENSE	UNUSED LODGERS TAX
13-01	575 ROLLER BABES (CITY MANAGER APPROVED)	3,500.00	1,050.00	2,450.00 NP
14-08	COMMUNITY PLAYERS OF HOBBS	17,900.00	10,018.73	7,881.27 NP
14-09	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY/ CINCO DE	47,400.00	37,999.13	9,400.87 NP
14-10	HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	20,000.00	18,387.20	1,612.80 NP
14-11	HISPANO CHAMBER OF COMMERCE - FIESTA DE SEPTIMBRE	25,000.00	20,370.67	4,629.33 NP
14-12	HOBBS KENNEL CLUB	4,000.00	1,568.07	2,431.93 NP
14-13	LEA COUNTY MUSEUM	50,000.00	44,491.90	5,508.10 NP
14-14	SOUTHWEST SYMPHONY	92,990.00	91,990.00	1,000.00 NP
14-15	UNITED WAY - CHILI FEST	9,475.00	8,271.91	1,203.09 NP
14-16	HOBBS USSSA - YOUTH LEAGUE	500.00	500.00	0.00 NP
14-17	HOBBS USSSA - SUPER SLAM NIT	3,000.00	2,200.00	800.00 NP
14-18	CYCLE CITY PROMOTIONS	25,000.00	25,000.00	0.00 P
14-19	WESTERN HERITAGE MUSEUM COMPLEX	96,850.00	96,702.04	147.96 PE
14-20	LEA COUNTY COMMISSION OF THE ARTS - (CITY MANAGER APPROVED)	10,000.00	10,000.00	0.00 NP
15-02	JUNETEENTH 2014	7,383.00	7,004.52	378.48 NP
15-04	COMMUNITY PLAYERS OF HOBBS	17,900.00	8,465.02	9,434.98 NP
15-09	LEA COUNTY MUSEUM	25,000.00	20,767.33	4,232.67 NP
15-11	LIGHT OF LEA COUNTY	15,804.30	14,659.01	1,145.29 NP
15-12	CYCLE CITY PROMOTIONS	25,000.00	25,000.00	0.00 P
15-14	HOBBS USSSA ADULT LEAGUE 2015	3,000.00	2,450.00	550.00 NP
15-15	HOBBS USSSA YOUTH LEAGUE 2015	500.00	500.00	0.00 NP
15-16	NEW MEXICO KENNEL CLUB	4,000.00	910.39	3,089.61 NP
15-17	UNITED WAY - CHILI FEST	9,100.00	8,670.91	429.09 NP
15-18	HOBBS QUARTERBACK CLUB	7,637.62	7,401.25	236.37 NP
15-20	LEA COUNTY BARBEQUE BLOWOUT	20,587.00	12,964.19	7,622.81 NP
15-22	NAACP (CITY MANAGER APPROVED)	8,425.58	8,425.58	0.00 NP
15-23	CYCLE CITY PROMOTIONS (MONSTER TRUCK)	25,000.00	25,000.00	0.00 P
14-02	CITY OF HOBBS PARKS AND RECREATION - GUS MACKER	19,645.00	19,645.00	0.00 LOCAL GOV
14-03	LEA COUNTY EVENT CENTER	163,600.00	163,600.00	0.00 LOCAL GOV
14-04	LEA COUNTY FAIRGROUNDS	9,540.00	9,540.00	0.00 LOCAL GOV
14-05	LEA COUNTY FAIR & RODEO BOARD	150,000.00	150,000.00	0.00 LOCAL GOV
14-21	WEBS EDGE	22,500.00	22,500.00	0.00 LOCAL GOV
14-22	CITY OF HOBBS VILLAGE PROFILE 2014 (CITY MANAGER APPROVED)	5,035.00	0.00	5,035.00 LOCAL GOV
15-16	LEA COUNTY FAIRGROUNDS	9,000.00	0.00	9,000.00 LOCAL GOV
15-17	LEA COUNTY FAIR & RODEO BOARD	175,000.00	175,000.00	0.00 LOCAL GOV
	EDC - 2014 AIRLINE SUBSIDY	500,000.00	500,000.00	0.00 A/L
	EDC - 2014 - MARKETING	107,000.00	106,674.99	325.01 A/L
	CITY OF HOBBS - FIRE AND POLICE SUBSIDY 2014	228,604.86	228,604.86	0.00 SEC.
	<b>TOTAL UNUSED FUNDS CLOSED BACK TO FUND</b>	<b>1,964,877.36</b>	<b>1,886,332.70</b>	<b>78,544.66</b>



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

SUBJECT: Amending Section 3.25.030 of the Hobbs Municipal Code

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: April 13, 2015  
SUBMITTED BY: Michael H. Stone, City Attorney


Summary:

Section 3.25.030 of the Hobbs Municipal Code exempts several entities from the fund capping requirements of social service agencies the City funds each year. The annual cap is set at 20 agencies and \$250,000.00. Currently, the Economic Development Corporation of Lea County, Hobbs Chamber of Commerce, Hobbs Hispano Chamber of Commerce, Hobbs Juneteenth Committee and any Lodger's Tax Event are exempt from the capping requirements. The Community Drug Coalition of Lea County ("CDC") was exempt for three fiscal years, but, it is no longer an exempt agency under the ordinance.

This proposed amended ordinance will add the CDC as an exempt entity.

Fiscal Impact:

The fiscal impact will be the City Commission's ability to fund the CDC each year without capping requirements.

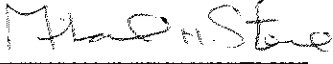
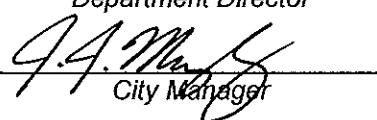
Reviewed By:   
Finance Department

Attachments:  
Proposed Ordinance

Legal Review:

Approved As To Form:   
City Attorney

Recommendation: Publish the amended ordinance if it meets with Commission approval.

Approved For Submittal By:  
  
Department Director  
  
City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 3.25.030 OF THE  
HOBBS MUNICIPAL CODE REGARDING EXEMPT ENTITIES

The following entities shall be exempt from the capping requirements of Sections 3.25.010 and 3.25.020 of this code:

A. Economic Development Corporation of Lea County;

Hobbs Chamber of Commerce;

Hobbs Hispano Chamber of Commerce;

Hobbs Juneteenth Committee;

***Community Drug Coalition of Lea County;*** and

Any Lodgers' Tax Event.

B. ~~The Community Drug Coalition shall be exempt from the capping requirements of Sections 3.25.010 and 3.25.020 of this code for the following fiscal years:~~

~~2011-2012;~~

~~2012-2013; and~~

~~2013-2014.~~



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

SUBJECT: A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding between the GEO Group and the City of Hobbs to train dogs from the Hobbs Animal Adoption Center to meet the highest standards of a household pet.

DEPT. OF ORIGIN: Community Services  
DATE SUBMITTED: April 15, 2015  
SUBMITTED BY: Eric Enriquez, Community Services Director

Summary:

The City of Hobbs Animal Adoption Center desires to implement the Second Chance Prison Pup program in conjunction with the GEO group. This program is designed to house and train dogs to be fully trained to meet the highest standards of a household pet.

Fiscal Impact: There will be no fiscal impact to the City.

Reviewed By:   
Finance Department



Attachments: Resolution  
Memorandum of Understanding

Legal Review:

Approved As To Form:   
City Attorney

Recommendation: The Commission adopt the proposed Resolution.

Approved For Submittal By:

  
Department Director  
  
City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6283

A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GEO GROUP AND THE CITY OF HOBBS ANIMAL ADOPTION CENTER

WHEREAS, the City of Hobbs, Animal Adoption Center and the GEO Group (Second Chance Prison Pup Program) desire to enter into a Memorandum of Understanding; and

WHEREAS, the Hobbs Animal Adoption Center will provide dogs to the Second Chance Prison Pup Program to be trained to meet the highest standards of a household pet; and

WHEREAS, upon completion of the program the City will take the necessary steps to achieve a successful adoption for the dog to a member of the public;

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 a Memorandum of Understanding with GEO Group (Second Chance Prison Pup Program).

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
SAM D. COBB, Mayor

Attest:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GEO GROUP AND THE  
CITY OF HOBBS**

This Memorandum of Understanding is made this \_\_\_\_\_ day of April 2015, by and between the City of Hobbs (hereinafter "CITY") and the GEO Group (hereinafter LCCF/GEO).

**PURPOSE**

The CITY and LCCF/GEO desire to implement a program designed to house and train dogs at LCCF/GEO. The purpose of this agreement is to train dogs that come into the lawful possession of the CITY and to prepare them for adoption to members of the public. Dogs housed and trained at LCCF/GEO will be fully trained to meet the highest standards of a household pet. The CITY and LCCF/GEO understand that unanticipated issues may arise that require consultation between both parties. The CITY and LCCF/GEO are committed to resolving issues with the objective of attaining the highest quality of care and treatment of dogs assigned to the program.

**DUTIES**

**I. CITY DUTIES**

CITY will ensure the following obligations are met:

- A. CITY will organize a training program to train selected staff and inmates for the activation of the program.
- B. CITY, in conjunction with LCCF/GEO, will be responsible for monitoring the program, to include treatment of dogs, work performance of inmates, and overall quality of the program.
- C. CITY will schedule appointments with LCCF/GEO to review the program.
- D. CITY will identify dogs that are appropriate for the program taking into consideration:
  - i. Temperament of dog;
  - ii. History of dog;
  - iii. Medical condition of dog;
  - iv. Other factors that CITY deems important in achieving the goal of the program herein stated.
- E. CITY will spay or neuter, vaccinate and micro-chip all dogs who will be involved in the program.

- F. CITY will deliver dogs to LCCF/GEO anytime Monday through Friday during day time hours.
- G. CITY will complete all necessary paperwork to document temporary placement of each dog transferred from possession of CITY to temporary possession of LCCF/GEO and keep the same on file at the Hobbs Animal Adoption Center.
- H. CITY will actively screen dogs for placement in the program in an attempt to eliminate placement of dogs that lack social skills or exhibit poor behavior.
- I. CITY will provide all necessary amenities for survival of the dogs during their participation in the program to include:
  - i. Food;
  - ii. Leash;
  - iii. Collar;
  - iv. Medical treatment.
- J. CITY will collect each dog upon completion of the program and take necessary steps to achieve a successful adoption for the dog to a member of the public.
- K. CITY will evaluate program on a continuing basis to determine expansion opportunities of the program.

## II. LCCF/GEO DUTIES

LCCF/GEO will ensure the following obligations are met:

- A. LCCF/GEO will be responsible for training of inmates assigned as dog trainers, after activation of the program.
- B. LCCF/GEO will educate all staff about the dog training program, to include special procedures that will be authorized for inmate trainers and their dogs.
- C. LCCF/GEO will publicize the dog training program in the facility Building Schedule and/or in memos issued to all staff.
- D. LCCF/GEO, in conjunction with CITY, will be responsible for monitoring the program, to include treatment of dogs, work performance of inmates, and overall quality of the program.

- E. LCCF/GEO will actively work with CITY to schedule appointment for CITY's review of the program.
- F. LCCF/GEO will identify inmates that are appropriate for the program taking into consideration:
  - i. Classification of inmate;
  - ii. Compliance record of inmate;
  - iii. History of inmate;
  - iv. Other factors that LCCF/GEO deems important in achieving the goal of the program herein stated.
- G. LCCF/GEO will accept delivery of dogs by CITY anytime Monday through Friday during day time hours.
- H. LCCF/GEO will temporarily house dogs participating in program utilizing a "best practices" approach that takes into consideration the health and well-being of the dog primarily and the goals of the program subsequently.
- I. LCCF/GEO will relinquish each dog back to the CITY upon completion of the program to achieve a successful adoption for the dog to a member of the public.
- J. LCCF/GEO will evaluate program on a continuing basis to determine expansion opportunities of the program.

### **TEMPORARY PLACEMENT OF DOGS**

The Parties understand that the dogs placed in this program will be temporarily housed at LCCF/GEO during the entirety of the program. During nights and inactive periods, the dogs will be housed in individual cells of inmates who are trained under the program guidelines as dog companions and trainers in the program. LCCF/GEO will take necessary steps to ensure the safety and well-being of all dogs involved in the program. Furthermore, the Parties understand that future adaption of the program will allow for the use of "staging areas" for short-term periods of time. Staging areas for this purpose will include an area of the facility, agreeable to both parties, where staff and appropriate inmates can monitor, feed, water, and walk the dogs awaiting pick up by the City of Hobbs staff. Dogs that have completed the program will be eligible for adoption through the Hobbs Animal Adoption Center after being returned to the adoption center.

### **TRAINING MINIMUMS**

The Parties understand that the training for assigned inmates will include instruction on the places dogs sleep, proper feeding schedules, and training methods to learn social skills and household skills. Crates will be used to house

dogs in inmate cells. Training will also cover the topic of proper use of the dog crates. A training lesson plan outlining all inmate trainer responsibilities will be used by program trainers. Classroom and practical training will be required before assignment of inmates to work independently with dogs. All training will be documented. LCCF/GEO reserves the right to remove any inmate from the program who violates any program or facility rules.

### **MERGER OF AGREEMENT**

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

### **SOVEREIGN IMMUNITY**

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and their public employees.

### **LIABILITY**

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. The Parties understand the sometimes unpredictable nature of animals. LCCF/GEO indemnifies and holds harmless CITY and its representatives from any and all liability affiliated with the program and participation therein.

### **THIRD PARTY BENEFICIARIES**

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

**EXPANSION OF PROGRAM**

The City of Hobbs and LCCF/GEO have the right to expand this dog program. Both parties will review these possibilities as presented (e.g. dog grooming, dog kennels for housing of dogs at the LCCF/GEO).

**INSURANCE**

Both the CITY and LCCF/GEO will maintain liability insurance or qualify as a self-insured entity, as required by law.

**TERM**

This Memorandum of Understanding shall continue in full force and effect, provided funding and mutual agreement of CITY and LCCF/GEO.

**EFFECTIVE DATE**

This Memorandum of Understanding shall be in full force and effective upon execution and approval of the parties hereto.

LEA COUNTY CORRECTIONAL FACILITY/GEO

BY: Jeff Wrigley Date: 4/2/15  
Jeff Wrigley  
Warden

CITY OF HOBBS

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
J.J. Murphy  
City Manager

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Efren A. Cortez  
Assistant City Attorney

By: Louis V. Carrillo Date: 04-12-15  
Louis V. Carrillo  
Attorney for GEO  
VICE PRESIDENT, CORPORATE COUNSEL



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

SUBJECT: RFP No. 476-15 Design / Expansion of City Wide Surveillance System  
DEPT. OF ORIGIN: Police Department  
DATE SUBMITTED: April 15, 2015  
SUBMITTED BY: Chris McCall, Chief of Police

**Summary:**

An RFP No. 476-15 for Design / Expansion of City Wide Surveillance System was advertised on March 20, 2015 with a deadline date of April 13, 2015. The proposal was sent to five (5) potential proposers. A committee made up of JJ Murphy, Chris McCall, Brian Dunlap and Ron Roberts met and scored VIP Systems, Inc. (See Attached).

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

*[Signature]*  
Finance Department

The police department has an EAGLE IC Phase II budget of \$750,000 for this fiscal year. A contract with VIP Systems, Inc. needs to be negotiated and signed.

**Attachments:**

1. Average Scoring Sheet
2. Proposal from VIP Systems, Inc.

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*[Signature]*  
City Attorney

**Recommendation:**

The City Commission awards contract to VIP Systems, Inc. of Texas for the Design / Expansion of City Wide Surveillance System.

Approved For Submittal By:

*[Signature]*

Department Director

*[Signature]*  
City Manager

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Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Approved \_\_\_\_\_

Other \_\_\_\_\_

Continued To: \_\_\_\_\_

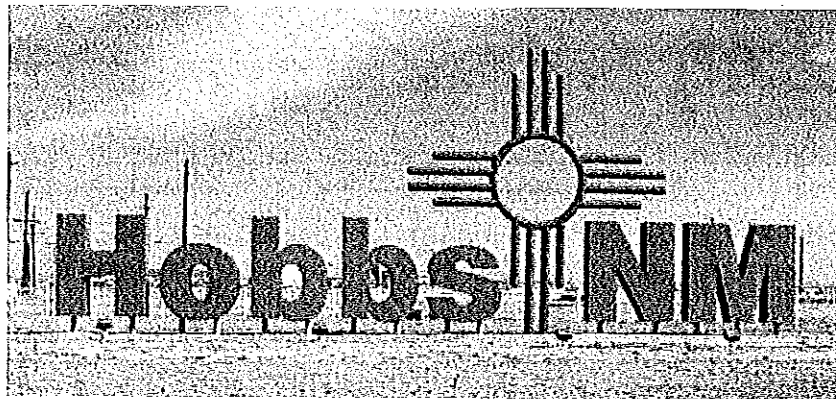
Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

File No. \_\_\_\_\_

7377C

SCORE SHEET FOR RFP 476-15					
DESIGN PHASE 2 OF THE EAGLE IC					
Item	Description	Possible points	Points Awarded	VIP SYSTEMS	
1	COMPANY OVERVIEW	10%	10		
2	PROJECT APPROACH	20%	18		
3	PRICE PROPOSAL	20%	18.75		
4	REFERENCES	10%	7		
5	KEY PERSONNEL	30%	27		
6	LICENSING	10%	9		
TOTAL		100%	87.75		



# The City of Hobbs

Design / Expansion of City Wide Surveillance System

Request for Proposal No: 476-15



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## 1. Team Approach

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The proposed project team brings together the experience necessary to successfully complete jobs of this scope and complexity. The team brings together individuals with knowledge within the fields of systems design, systems integration, systems commissioning and project management. VIP Systems has a tradition of integrating complex security systems for customers. TSG has demonstrated ability to design mission critical infrastructure. Klein Automation & Electric provides the skilled manpower and machinery to complete the work on time.

Best yet, the team has worked together during the successful launch of the EAGLE Intelligence Center and Citywide Surveillance project of 2014. We have a demonstrated ability to work together to design and build projects.

Following up on the successful completion of EAGLE IC and security upgrades last year, VIP Systems will be the prime contractor for expansion of the citywide surveillance project providing management of all team members, programming, commissioning and training on new and existing systems. TSG Solutions will provide design, manufacturer selection and workflow development for EAGLE IC operators. Klein Automation will supply technicians to install cable and equipment.

## 2. Company Overviews

---

### 2.1 VIP Systems, Inc.

VIP Systems is a nationwide integrator of security and low voltage systems, network infrastructure and fire alarms. Our capabilities range from design/build on new construction projects to modernizing or expanding existing systems and infrastructure.

Utilizing advanced technology in video surveillance, access control, perimeter detection, fire alarms and other systems, VIP helps clients mitigate the risks associated with today's environment.

We focus on specific industries which allow us to expertly serve the needs of that market. This focus gives us in-depth knowledge of risks and challenges our clients face so that we can provide the best possible solutions.

VIP Systems is run by a team of professionals with over 50 years of combined experience in security, low voltage systems and business management. Our team is dedicated to providing the highest level of customer service. Taking care of our clients is what has set us apart in the industry. We continually work from referrals from satisfied customers. In a world where producing the most volume usually determines the winner, we haven't forgotten that providing exemplary customer service leads to more business and satisfied customers.

VIP Systems launched an electric company, VIP Electric, in 2014. With the ability to tackle both high and low voltage wire and systems VIP provides its customers with value added service of turnkey design / build and coordination on new and existing construction projects. VIP Systems maintains operations in Hobbs, Dallas, Houston, Atlanta, Orlando, Miami and New York

## 2.2 TSG Solutions, Inc.

TSG is a privately held veteran owned small business founded in 2001. TSG provides services and solutions focused on protecting lives and property. Operating from offices in California, Massachusetts, and New York our staff have decades of security industry experiences. We strive to develop innovative solutions which provide our clients with the information, tools, and technology they need to enhance their security, mitigate risk, and better respond in times of crisis.

TSG Subject Matter Experts (SMEs) understand the complex issues involved with infrastructure security, the vital data required to support critical decision making, and operational procedures used by critical response teams, first responders and crisis management professionals. Our clients consider TSG's services and technology to be a key component of their security planning and training processes to include anti-terrorism and force protection, consequence management and crisis management.

On July 1, 2011 TSG acquired Applied Risk Management, LLC (ARM) adding a wealth of security related expertise. ARM was founded in 1997 to provide risk management, security engineering and design/build services to clients worldwide.

### **2.3 Klein Automation & Electric**

Klein Security & Safety Systems (KSSS) is a total systems delivery company with exceptional capabilities and experience in the design and construction of specialty life safety and security systems for industrial, commercial and campus facilities. Additionally, KSSS is experienced in industrial automation, as well as telecommunications.

Services range from audits, studies, and code review to system integration, detailed design, sustaining engineering, construction management, installation and design/build. KSSS tailors these services to the scope of each individual project and utilize a proven approach to project delivery.

KSSS is a licensed electrical contractor, based in Hobbs, NM.

### 3. Project Approach

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#### 3.1 Method

The goal of Phase 2 will be to build on the successes of Phase 1 and deploy new systems within the City of Hobbs for an enhanced citywide security system. The project team has a deep understanding of the current systems having just installed them. We also have extensive knowledge of the city's infrastructure and its capabilities. Key too, is our working relationships with the Chief of Police, EAGLE IC Director, IT Director, Transportation and Maintenance department heads.

The team will leverage our time and knowledge working with the City of Hobbs to deploy Phase 2. We have familiarity with the city buildings and infrastructure that only comes from having worked on them. We will take this knowledge and apply it to the new buildings that are receiving security enhancements and the new intersections and parks with surveillance.

Upon an award our team will continue the design of building security that began during Phase 1. Before the agreed to start date we will submit drawings and product data sheets for review. A preconstruction coordination meeting will be organized to outline the schedule, work at each site, and identify all stake holders and responsibilities of each party.

#### 3.2 Scope of Work

##### Submission of Drawings & Design

During this stage VIP Systems will work with the team to finalize design drawings. The design drawings and products will be submitted and reviewed with the City of Hobbs. Adjustments to video surveillance coverage and camera placement will take place during this review. Resources needed and coordination of City resources will be outlined. Phase 2 is heavily reliant on connections to 3<sup>rd</sup> party provided fiber and network connections. A meeting with these stakeholders will take place to identify points of service and any obstacles.

Following this meeting, adjustments will be made and a final construction set of drawings (CD) will be submitted for approval. A project time line will be submitted to show when each segment will commence.

Time Frame: April 21<sup>st</sup> – May 22nd

##### Implementation

VIP Systems will install the devices outlined in the pricing proposal. A full-time project manager is already on site and familiar with the current infrastructure and systems. He and the project executives have been integral in the design of Phase 2 and the human resources that led to the successful

completion of Phase 1. The team has worked with the systems proposed for Phase 2 and have learned from any challenges that arose during the initial phase. The resources to begin and finish on time are already in place.

Work will begin immediately on the security enhancements to teen center, department of motor vehicles, Rockwind Community Links, Senior Center and Public Safety complex buildings. Traffic intersection cameras and ALPR deployments will be installed with the coordination of the Traffic Department. The parks and walking trail installation will commence once fiber and network connections are in place. The mobile video solution will be implemented in a manner that minimizes the impact to their operations, routes and service to the citizens of Hobbs.

As the installation is progressing, the Team will work with designated Hobbs stake-holders to develop the post orders for the EAGLE operators in response to incidents. These post orders will take into account the existing and new equipment in the EAGLE.

The Physical Security Information Management (PSIM) component will be integrated as installation of the other field devices takes place. This process will require custom programming and customization of the PSIM to the unique requirements of the EAGLE IC staff. A dedicated meeting with the director of EAGLE IC operations and other stakeholders will be conducted to structure the design of the system. Implementation will begin when a concept has been approved and the inputs are in place for system.

Time Frame: June 1<sup>st</sup> – November 1<sup>st</sup>

#### Programming

Programming of individual assets (ALPR, parks, mobile video in buses, etc...) will take place as each system is put online. This will be a constant process during the construction phase. VIP Systems has dedicated a programming technician to this task outside of the installing team. This will ensure that there is continual forward momentum to completion and no burden on human resources.

Time Frame: July 1<sup>st</sup> – November 1<sup>st</sup>

#### Testing, Training & Commissioning

Toward the end of the project compliance testing will take place with the City of Hobbs. VIP Systems will review the systems with the appointed official. A walk through will be conducted for physical inspection of the installation to ensure compliance and satisfaction. A demonstrated test of the systems in the EAGLE IC will be performed to show that each component functions as designed.

Commissioning of Phase 2 will include final turnover to the City, training and adjustments. A training program will be developed for the operators that consist of 3 individual sessions. Each session is designed to build upon the previous lessons and reinforce learning. Factory representatives will conduct the training for the PSIM at the EAGLE IC. Training will be coordinated around the schedule of the operators and take place over 2 days.

VIP Systems will refresh the operators on the existing AMAG and Video Insight platforms already in service. A maintenance course will be held for the parties responsible for IT and device maintenance. This will cover basic troubleshooting and maintenance.

As part of the close out documentation, the drawings, schedules and notes from Phase 1 will be updated with the new equipment installed during Phase 2. The binders left with IT and the EAGLE IC director will be revised to include the as built drawings of the newly secured buildings and changes made to existing drawings.

Time Frame: November 1<sup>st</sup> – December 15<sup>th</sup>



#### 4. Price Proposal

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Segment / Building	Price
Automated License Plate Recognition System	\$173,500
Mobile Video System for Hobbs Express	\$201,500
PTZ Cameras at Traffic Intersections	\$169,500
PSIM Package	\$265,500
EAGLE IC / Public Safety Complex Enhancements	\$53,800
Motor Vehicle Division Enhancements	\$31,500
Teen Center Enhancements	\$33,500
Senior Center Enhancements	\$26,900
Rockwind Community Links Enhancements	\$66,300
Lovington Hwy Walking Trail Enhancements	\$247,400
Green Meadows Lake Enhancements	\$57,600
Zia Plex Baseball Complex Enhancements	\$91,800
Bensing Park Enhancements	\$80,800
MLK Soccer Complex Enhancements	\$55,700
Prairie Haven Cemetery Enhancements	\$38,100
Park Expansion (Heizer/Del Norte) single camera*	\$14,900
Workflows for EAGLE IC operators	\$18,500

Each segment includes all material, labor and resources for a full turnkey system with integration to the existing City of Hobbs network and EAGLE IC infrastructure.

*\*This will serve as an add/deduct price for a camera at any park. Since the expansion plans at Del Norte haven't been finalized we offer this as a way to budget for future provisions.*

Task	Fee
Project Management	\$180,000
Project Design	\$65,500

Project management and design includes the oversight and coordination of all project details including:

- Management of design, programming/commissioning and construction labor team members.

- Coordinating equipment manufacturer's resources.
- Product selection and vetting
- Quality assurance and quality control on installation and deliverables.
- Working with City of Hobbs team to schedule and consult on needed infrastructure / resources.
- Programming and commissioning of systems.
- Training staff on system use and maintenance.
- Any necessary travel and accommodations.
- Creation of design and shop drawings for new buildings.
- Updating all project documentation and as built drawings.
- Consultation and work with community partners on video surveillance systems that integrate with the EAGLE IC.



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20, 2015

**SUBJECT:** AWARD BID No 1527-15 FOR E. SANGER SEWER-FORCEMAIN EXTENSION PROJECT 2015  
**DEPT. OF ORIGIN:** Engineering Department  
**DATE SUBMITTED:** 04-14-15  
**SUBMITTED BY:** Todd Randall, City Engineer

**Summary:**

Bids were opened at 2:00 PM on Thursday, April 9, 2015 for the E. Sanger Sewer-Forcemain Extension Project 2015, Project SAP 13-1457-STB. The project consists of furnish and install of gravity sanitary sewer lines, forcemain and lift station along E. Sanger from Marland to Harris.

An advertisement was placed in the local newspaper on March 15, 2015. Seven bids were submitted.

<u>Company</u>	<u>Bid Price</u>	<u>Company</u>	<u>Bid Price</u>
J&H Services, Inc.	\$332,903.30	DuCross Construction, LLC	\$488,428.00
Entrench, Inc.	\$337,196.00	Smithco Construction, Inc.	\$546,750.00
Adame Construction, Inc.	\$348,617.00	Constructors, Inc.	\$769,323.00
AAC Construction, LLC	\$381,268.00		

J&H Services, Inc. is the lowest bidder. They are properly licensed and their registration with the NMDWS is current. J&H Services, Inc. has completed projects for the City of Hobbs in the past and is a proven and reputable contractor.

In accordance with the above narrative, it is the recommendation of the Engineering Department that the Bid for construction of the project be awarded to J&H Services, Inc., as low bidder in the amount of \$332,903.30 without tax, upon NMED concurrence.

**Fiscal Impact:**

Reviewed By:   
Finance Department

Estimated Construction Cost: \$355,582.34 (including NMGR)T  
 Admin / Testing / Other: \$50,000  
 Estimated Total Cost: \$405,582.34

Amount Budgeted: \$200,000 (\$200,000 Capital Appropriation Funds)

Budgeted Line Item: 62-624062-44901-00196

A budget re-classification of \$205,582.34 will be necessary in order to encumber the contract prior to the final budget adoption. Funds will be transferred from the Sewer Line Replacement Project.

**Attachments:** Bid Tabulation Sheet

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:** Award Bid of the E. SANGER SEWER-FORCEMAIN EXTENSION PROJECT 2015 to J&H Services, Inc. upon NMED concurrence

Approved For Submittal By:

  
Department Director  
  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
 Ordinance No. \_\_\_\_\_  
 Approved \_\_\_\_\_  
 Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Denied \_\_\_\_\_  
 File No. \_\_\_\_\_

ITEM	DESCRIPTION	UNITS	BID QUANTITY	J&H SERVICES, INC., ALBUQUERQUE, NM		ENTRENCH, INC., HOBBS, NM		ADAME CONSTRUCTION, INC., LOS LUNAS, NM		AAC CONSTRUCTION, LLC, SANTA FE, NM	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	4" DIAMETER MANHOLE, COMPLETE IN PLACE WITH CONCRETE COLLAR ADJUSTMENT, AS SPECIFIED.	EACH	11	\$ 3,620.00	\$ 39,820.00	\$ 7,250.00	\$ 79,750.00	\$ 4,300.00	\$ 47,300.00	\$ 3,000.00	\$ 33,000.00
2	8" GRAVITY SEWER, PVC SDR 26, AS SPECIFIED.	LINEAR FEET	2,232	\$ 26.17	\$ 58,411.44	\$ 38.00	\$ 84,816.00	\$ 27.00	\$ 60,264.00	\$ 42.00	\$ 93,744.00
3	12" GRAVITY SEWER, PVC SDR 26, AS SPECIFIED.	LINEAR FEET	190	\$ 45.17	\$ 8,582.30	\$ 42.00	\$ 7,980.00	\$ 35.00	\$ 6,650.00	\$ 45.00	\$ 8,550.00
4	CONNECT TO EXISTING MANHOLE IN MARLAND, COMPLETE IN PLACE, AS SPECIFIED.	LUMP SUM	1	\$ 2,480.00	\$ 2,480.00	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00
5	LIFT STATION, AS PER SPECIFICATIONS, COMPLETE IN PLACE. Xcel Energy to install service as per Jeremy Sprouse prior to construction. Contractor to install conduit to service pole as required.	LUMP SUM	1	\$ 90,845.00	\$ 90,845.00	\$ 63,900.00	\$ 63,900.00	\$ 106,600.00	\$ 106,600.00	\$ 75,000.00	\$ 75,000.00
6	4" FORCE MAIN, HDPE DR 13.4 C-906 (W/PR 130 PSI), COMPLETE IN PLACE, AS SPECIFIED.	LINEAR FEET	3,608	\$ 14.32	\$ 51,666.56	\$ 20.00	\$ 72,160.00	\$ 16.00	\$ 57,728.00	\$ 28.00	\$ 101,024.00
7	COMBINATION AIR VALVE, COMPLETE IN PLACE, AS SPECIFIED. Wastewater Combination Air Valve, Val Matic 801 A SV, or approved equal.	EACH	3	\$ 6,835.00	\$ 20,505.00	\$ 1,980.00	\$ 5,940.00	\$ 4,500.00	\$ 13,500.00	\$ 3,500.00	\$ 10,500.00
8	PAVEMENT PATCH - E. SANGER - 8" BASE COURSE, PRIME COAT, 3" HOT-MIX ASPHALT, SAW-CUT EDGES, AS PER SPECIFICATIONS, COMPLETE IN PLACE. (ROADWAY CROSSINGS FOR 8" SEWER AND 4" FORCEMAIN, AVERAGE WIDTH OF PATCH 10')	L.F.	130	\$ 89.30	\$ 11,609.00	\$ 40.00	\$ 5,200.00	\$ 65.00	\$ 8,450.00	\$ 65.00	\$ 8,450.00
9	PAVEMENT PATCH - PARKING LOTS - 6" BASE COURSE, PRIME COAT, 2" HOT-MIX ASPHALT, SAW-CUT EDGES, AS PER SPECIFICATIONS, COMPLETE IN PLACE. (AVERAGE WIDTH OF PATCH 10 FEET.)	L.F.	225	\$ 80.80	\$ 18,180.00	\$ 30.00	\$ 6,750.00	\$ 65.00	\$ 14,625.00	\$ 60.00	\$ 13,500.00
10	BORE 12" GRAVITY SEWER ACROSS SANGER, WIDTH OF ROADWAY PLUS 5' MIN. EACH SIDE, OR OPEN CUT WITH SHORING, COMPLETE IN PLACE INCLUDING ALL FITTINGS, PIPE, LABOR AND EQUIPMENT.	L.S.	1	\$ 15,899.00	\$ 15,899.00	\$ 5,200.00	\$ 5,200.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
11	REMOVE ONE EXISTING SEWAGE TANK AND DELIVER TO CITY MAINTENANCE YARD, AND ABANDON ONE SEWAGE TANK (1,500 GAL) IN PLACE BY FILLING WITH "FLOWFIL" CONCRETE, COMPLETE IN PLACE, AS SPECIFIED.	LUMP SUM	1	\$ 11,350.00	\$ 11,350.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 8,500.00	\$ 8,500.00
12	TRAFFIC CONTROL, COMPLETE IN PLACE, AS SPECIFIED.	LUMP SUM	1	\$ 3,555.00	\$ 3,555.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00

TOTAL BASE BID \$ 332,903.30  
 NM/GRT (6.8125%) \$ 22,971.48  
 TOTAL AMOUNT WITH NM/GRT \$ 355,874.78

\$ 337,196.00  
 \$ 22,971.48  
 \$ 360,167.48

\$ 348,617.00  
 \$ 23,749.53  
 \$ 372,366.53

\$ 381,268.00  
 \$ 25,973.88  
 \$ 407,241.88

CITY OF HOBBS, NEW MEXICO  
 E. SANGER SEWER/FORCEMAIN EXTENSION PROJECT 2015, BID NO. 1527-15  
 BID TABULATION  
 9-Apr-15

ITEM	DESCRIPTION	UNITS	QUANTITY	DUCROSS CONSTRUCTION, LLC, LAS CRUCES, NM		SMITHCO CONSTRUCTION, INC. CABALLO, NM		CONSTRUCTORS, INC., CARLSBAD, NM	
				UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	4' DIAMETER MANHOLE, COMPLETE IN PLACE WITH CONCRETE COLLAR ADJUSTMENT, AS SPECIFIED.	EACH	11	\$ 4,411.00	\$ 48,521.00	\$ 5,500.00	\$ 60,500.00	\$ 9,500.00	\$ 104,500.00
2	8" GRAVITY SEWER, PVC SDR 26, AS SPECIFIED.	LINEAR FEET	2,232	\$ 42.00	\$ 93,744.00	\$ 40.00	\$ 89,280.00	\$ 85.00	\$ 189,720.00
3	12" GRAVITY SEWER, PVC SDR 26, AS SPECIFIED.	LINEAR FEET	190	\$ 112.00	\$ 21,280.00	\$ 65.00	\$ 12,350.00	\$ 133.00	\$ 25,270.00
4	CONNECT TO EXISTING MANHOLE IN MARLAND, COMPLETE IN PLACE, AS SPECIFIED.	LUMP SUM	1	\$ 478.00	\$ 478.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00
5	LIFT STATION, AS PER SPECIFICATIONS, COMPLETE IN PLACE. Xcel Energy to install service as per Jeremy Sprouse prior to construction. Contractor to install conduit to service pole as required.	LUMP SUM	1	\$ 119,713.00	\$ 119,713.00	\$ 225,000.00	\$ 225,000.00	\$ 165,000.00	\$ 165,000.00
6	4" FORCE MAIN, HDPE DR 13.4 C-906 (W/PR 130 PSI), COMPLETE IN PLACE, AS SPECIFIED.	LINEAR FEET	3,608	\$ 38.00	\$ 137,104.00	\$ 15.00	\$ 54,120.00	\$ 51.00	\$ 184,008.00
7	COMBINATION AIR VALVE, COMPLETE IN PLACE, AS SPECIFIED. Wastewater Combination Air Valve, Val Matic 801 A.S.V. or approved equal.	EACH	3	\$ 3,975.00	\$ 11,925.00	\$ 4,000.00	\$ 12,000.00	\$ 10,000.00	\$ 30,000.00
8	PAVEMENT PATCH - E. SANGER - 8" BASE COURSE, PRIME COAT, 3" HOT-MIX ASPHALT, SAW-CUT EDGES, AS PER SPECIFICATIONS, COMPLETE IN PLACE. (ROADWAY CROSSINGS FOR 8" SEWER AND 4" FORCEMAIN, AVERAGE WIDTH OF PATCH 10')	L.F.	130	\$ 65.00	\$ 8,450.00	\$ 200.00	\$ 26,000.00	\$ 65.00	\$ 8,450.00
9	PAVEMENT PATCH - PARKING LOTS - 6" BASE COURSE, PRIME COAT, 2" HOT-MIX ASPHALT, SAW-CUT EDGES, AS PER SPECIFICATIONS, COMPLETE IN PLACE. (AVERAGE WIDTH OF PATCH 10 FEET)	L.F.	225	\$ 65.00	\$ 14,625.00	\$ 100.00	\$ 22,500.00	\$ 55.00	\$ 12,375.00
10	BORE 12" GRAVITY SEWER ACROSS SANGER, WIDTH OF ROADWAY PLUS 5' MIN. EACH SIDE, OR OPEN CUT WITH SHORING, COMPLETE IN PLACE INCLUDING ALL FITTINGS, PIPE, LABOR AND EQUIPMENT.	L.S.	1	\$ 14,060.00	\$ 14,060.00	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00
11	REMOVE ONE EXISTING SEWAGE TANK AND DELIVER TO CITY MAINTENANCE YARD, AND ABANDON ONE SEWAGE TANK (1,500 GAL) IN PLACE BY FILLING WITH "FLOWFILL" CONCRETE, COMPLETE IN PLACE, AS SPECIFIED.	LUMP SUM	1	\$ 4,436.00	\$ 4,436.00	\$ 1,500.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00
12	TRAFFIC CONTROL, COMPLETE IN PLACE, AS SPECIFIED.	LUMP SUM	1	\$ 14,092.00	\$ 14,092.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00

\$ 488,428.00	\$ 546,750.00	\$ 769,323.00
\$ 33,274.16	\$ 37,247.34	\$ 52,410.13
\$ 521,702.16	\$ 583,997.34	\$ 821,733.13



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20<sup>th</sup>, 2015

**SUBJECT: CONSIDER THE APPROVAL OF AUTHORIZATION LETTER No. 2 FOR RFP No. 464-15 to BRS (Barker Rinker Seacat Architecture) FOR PROFESSIONAL ARCHITECTURE AND DESIGN SERVICES for a New Health Wellness & Learning Center (HWLC)**

DEPT. OF ORIGIN: Parks and Recreation / Engineering / General Services  
DATE SUBMITTED: April 14<sup>th</sup>, 2015  
SUBMITTED BY: JJ Murphy – City Manager

**Summary:**

On Sept. 2, 2014 the City Commission awarded the HWLC Professional Designs Services to BRS (Barker Rinker Seacat Architecture) for the Schematic Design services. BRS has delivered the Schematic Design and initial Programming to the City of Hobbs. For the Commission's consideration is authorization of the design services for the Design Development Phase, which City Commission approval is required. The estimated breakdown of services is as follows:

SD - Schematic Design:	\$924,807.18 <Awarded Sept. 2, 2015 - Completed>
<b>DD - Design Development:</b>	<b>\$1,515,833.87 &lt;Consider Award 4-20-15&gt;</b>
CD - Construction Documents:	\$2,000,000
BN - Bidding or Negotiation Phase:	\$170,000
CA - Construction Admin:	\$1,125,000

**Estimated Total Contract Amount: \$5,800,000 (GRT / Reimbursable included)**

In addition, the City of Hobbs has incorporated the CMAR (Construction Management At Risk) as a construction method in the City Procurement Ordinance, which would allow for advertising and competitive selection a potential General Contractor (GC) to be brought on board as a Team Member with Design Development Plans and Final Construction Plans.

The City has issued RFQ (Request for Qualification) and will be issuing an RFP to those deemed qualified. The selected GC would be part of scheduled pre-construction meetings for each phase of design to bring both constructability knowledge and firm construction costs to ensure the project is in budget and quality of construction meets expectations. Special consideration is given to this project to ensure that the building is sustainable, energy efficient and quality construction to reduce future operational and reoccurring costs to the Community. The CMAR process schedule is as follows:

1. Issue RFP	April 17, 2015
2. Pre-Proposal Conference	Not Required
3. Deadline to Submit Written Questions	April 23, 2015
4. RFP Amendments	April 24, 2015
5. Submission of Proposal	April 28, 2015
7. Notice of Most Qualified Offerors Tentative Date:	April 30, 2015
8. Pre-Interview Meeting	Not Required
9. Interviews with Most Qualified Offerors	May 7, 2015
10. Contract Negotiations	May 11, 2015
11. Notice of Intent to Award	May 18, 2015
12. Award Contract – General Contractor	June 1, 2015

The second phase of awarding RFP 464-15 Barker Rinker Seacat Architecture would be \$1,515,833.87 (inclusive of grt). Total contract to Barker Rinker between both phases would be \$2,440,641.05. (fully funded by the City of Hobbs). The total current budget remaining for the City of Hobbs is \$1,051,507.24. A budget reclassification of expenditures within the general fund would need to be made in the amount of \$464,326.63.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
Finance Department

- **Budget Line Item:**
  - (FUND 01 - PROJ No. 200) HWLC Facility (DESIGN): \$2M
  - (FUND 44 – PROJ No. 200) HWLC (INFR/UTIL) \$2M
  - **TOTAL FY 15 BUDGETED FUNDS: \$4M**
- **SUERTE AGREEMENT (9-2-14 Comm. Meeting):**
  - Roadway / Utilities & RR Crossing: \$2,000,000
  - Drainage Improvements: \$2,000,000
- **ASSOCIATED REVENUE AND FUTURE COST SHARE:**
  - Developer Fair Share assessment: \$1,000,000
  - Drainage Pond Construction: \$250,000 (Est. Value)
  - RR License Agreement (Payment to COH) \$300,000
  - 25+ Acres Deeded to COH
    - 13+ Acres – HWLC Facility: Value unknown
    - 12+ Acres – Drainage Feature: Value unknown
- **HW&LC FACILITY (Final Programming TBD):**
  - 13+ Acre Site
  - Est. Facility Size: 150,000+ sq. ft.
  - Est. Cost of HWLC Facility: \$63M to \$68M
  - Est. Off-Site Improvement (Noted above) \$4M
  - Est. Revenue (Annual) TBD \*
  - Est. Expenditures (Annual) TBD \*\*
  - Est. Net Reoccurring Costs \$1.4M / yr \*\*\*

\* An estimated \$1.7M in revenue is from the May 9, 2014 City of Hobbs Community Recreation Center Feasibility Study by Ballard\*King, which is based on 180,000+ sq.ft. Facility. Part of the programming re-alignment will determine new estimated revenue

\*\* An estimated \$3.5M in expenditures is from the May 9, 2014 City of Hobbs Community Recreation Center Feasibility Study by Ballard\*King, which is based on 180,000+ sq.ft. Facility, which included an ice rink. NOTE: The proposed Fee Schedule with BRS does not include an ice rink

\*\*\*No more than \$1.4M in net reoccurring costs is a goal for this project, which would be shared costs with City of Hobbs, NMJC, Lea County and Hobbs Schools. Final programming and a fee schedule for the proposed uses will determine final estimated revenue and expenditure.

**Attachments:** BRS Authorization Letter

**Legal Review:**

Approved As To Form:  
  
City Attorney

**Recommendation:**

Commission consideration for the approval of the authorization to Barker Rinker Seacat Architecture

Approved For Submittal By:

\_\_\_\_\_  
Department Director  
  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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





# Exhibit B - Architectural / Engineering Cost Summary

Hobbs Health, Wellness & Learning Center  
 Scope of Services - Fee Allocation

Prepared 8/26/2014  
 Revised 4/14/2015

## Construction Budget

Construction Cost \$ 51,251,587

Includes Owner budgets for the following:  
 On Site Construction; Building Construction;  
 and Contingencies for Site, Estimating and Construction

## Design Fee Allocation

### Breakdown by Phase

	Total	%*	SD cost	DD cost	CD cost	BN cost	CA cost
Architect of Record	\$ 2,282,396	6.24%	\$ 388,525	\$ 751,030	\$ 917,250	\$ 10,682	\$ 214,910
Associate Architect	\$ 916,003		\$ 155,203	\$ 176,506	\$ 74,254	\$ 21,302	\$ 488,738
Civil	\$ 117,000		\$ 19,890	\$ 33,930	\$ 36,270	\$ 1,170	\$ 25,740
Landscaping	\$ 86,500		\$ 17,300	\$ 23,355	\$ 29,410	\$ 865	\$ 15,570
Structural	\$ 194,000		\$ 29,100	\$ 38,800	\$ 83,420	\$ 3,880	\$ 38,800
Mechanical / Plumbing	\$ 236,000		\$ 23,600	\$ 70,800	\$ 101,480	\$ 4,720	\$ 35,400
Electrical	\$ 185,050		\$ 27,758	\$ 55,515	\$ 55,515	\$ 3,701	\$ 42,562
Aquatics	\$ 125,315		\$ 25,063	\$ 37,595	\$ 43,860	\$ 6,266	\$ 12,532
Ice	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Specifications	\$ 15,000		\$ 750	\$ 9,750	\$ 4,500	\$ -	\$ -
Additional Services included in proposal fee							
Interiors	\$ 188,500		\$ 32,045	\$ 37,700	\$ 75,400	\$ 1,885	\$ 41,470
Furniture Selection	\$ 24,600		\$ 4,182	\$ 7,134	\$ 7,626	\$ 246	\$ 5,412
Wayfinding Signage	\$ 16,000		\$ 2,720	\$ 4,640	\$ 4,960	\$ 160	\$ 3,520
Acoustics	\$ 24,000		\$ 2,400	\$ 8,160	\$ 8,640	\$ 480	\$ 4,320
Kitchen Design	\$ 15,000		\$ 1,500	\$ 5,100	\$ 5,400	\$ 300	\$ 2,700
Cost Estimator	\$ 27,000		\$ 4,000	\$ 6,000	\$ 17,000	\$ -	\$ -
Audio Visual Design		<i>Included in Electrical</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Security Design - Access Control		<i>Included in Electrical</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Tele / Data / TV Cabling Design		<i>Included in Electrical</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Auto Shade Design		<i>Included in Electrical</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Energy Modeling	\$ 19,625		\$ 11,775	\$ 7,850	\$ -	\$ -	\$ -
Daylight Analysis	\$ 11,000		\$ 7,040	\$ 3,960	\$ -	\$ -	\$ -
Commissioning - Fundamental	\$ 77,000		\$ -	\$ -	\$ 6,160	\$ 70,840	\$ -
Commissioning - Enhanced	\$ 34,500		\$ 2,070	\$ 10,005	\$ 7,935	\$ 14,490	\$ -
LEED Certification Submittal	\$ 103,961		\$ 13,864	\$ 24,495	\$ 38,518	\$ 15,184	\$ 11,900
Measurement & Verification	\$ 17,500		\$ -	\$ -	\$ 1,050	\$ -	\$ 16,450
Review of CMGC Submissions	\$ 1,500		\$ 1,500	\$ -	\$ -	\$ -	\$ -
CMGC On-Site Interviews	\$ 4,000		\$ 4,000	\$ -	\$ -	\$ -	\$ -
Lightning Dissipation System	\$ 2,000		\$ 340	\$ 580	\$ 620	\$ 20	\$ 440
Digital Signage Design	\$ 1,800		\$ 306	\$ 522	\$ 558	\$ 18	\$ 396
Emergency Power (\$4K to \$8K)	\$ 6,000		\$ 1,020	\$ 1,740	\$ 1,860	\$ 60	\$ 1,320
Elec. Coordination of PV array	\$ 7,000		\$ 1,190	\$ 2,030	\$ 2,170	\$ 70	\$ 1,540
Mech. Option A (Hydronic Heat)	\$ 39,000		\$ 3,900	\$ 11,700	\$ 16,770	\$ 780	\$ 5,850
Mech. Option B (Chilled Water Plant)	\$ 29,200		\$ 2,920	\$ 8,760	\$ 12,556	\$ 584	\$ 4,380
Mech. Option C (Hydronic Heat for VAV)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Mech. Option D (Solar Performance & CA)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Mech. Option D1 (Solar Design Docs)	\$ 15,000		\$ 1,500	\$ 4,500	\$ 6,450	\$ 300	\$ 2,250
Additional Bid Packages	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Record Documents	\$ 47,450		\$ -	\$ -	\$ -	\$ -	\$ 47,450
<b>Subtotals</b>	<b>\$ 1,670,500</b>	<b>3.26%</b>	<b>\$ 785,460</b>	<b>\$ 1,342,160</b>	<b>\$ 1,559,630</b>	<b>\$ 158,000</b>	<b>\$ 1,023,650</b>

**Total Fees SD-CA \$ 4,868,900**

\* % of Construction Cost

Total DD fees of \$1,342,160 exclusive of NMGR

**Assumptions:**

- 1 Assumes a two-story structure. New Construction of approximately, 156,000 sf., Should the above SF amount change more than 10%, the Design and Engineering fees will be adjusted accordingly.
- 2 Site is assumed to be approximately 13 acres and is free of development or environmental hazards and will not require demolition or clean up.
- 3 Please note these fees are exclusive of New Mexico Gross Receipts Tax (NMGRT) which will be billed at the prevailing rate at the time of billing. Currently these are 6.8125% for the City of Hobbs but these can change twice a year. We invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of invoice. All amounts unpaid one month after invoice date shall accrue interest at a rate of 1.50% per month.
- 4 Owner will provide geotechnical and survey information
- 5 No traffic engineering study and no traffic signal design is anticipated.
- 6 A conventional foundation with slab on grade floors is anticipated. Structural floor at grade is not anticipated.
- 7 Construction documents are anticipated to be released in a single package. Issuing multiple packages to accelerate the construction schedule is an additional service.
- 8 All fees for permits and jurisdictional approvals, utilities and taxes have been excluded
- 9 Printing of review sets, agency submission sets and final construction set of drawings and specifications are not included but will be provided as a reimbursable expense. Exact number of sets and distribution will be coordinated by design team with Owner.
- 10 Kitchen design equipment is assumed to be residential in nature. No commercial kitchen services are assumed.
- 11 Design of any solar structure and equipment not located on the building is not included but can be provided as an additional service.
- 12 LEED Services assume a Silver certification level
- 13 USGBC fees to register this project for LEED are separate from fees and will be a reimbursable expense.

# Additional Services Proposal #1

BARKER RINKER SEACAT  
ARCHITECTURE



To: JJ Murphy  
City Manager  
City of Hobbs, NM

Date: March 31, 2015

From: Steve Blackburn, Principal in Charge

Copy to: Craig Bouck  
Jason Ringdahl

Project Name: Health Wellness and Learning Center -  
Still Renderings

Project Number: 2014.030.01

## Professional Services Requested:

This additional service proposal is submitted by BRS to document services and additional costs to be incurred by BRS, D/P/S and Norris Design for the development of a (4) interior renderings for the city's use in creating a commercial of the HWLC project. Furniture and people will be shown in major areas including the rotunda, adult turf field house, gymnasium, fitness area, and swimming pool.

## Professional Fees:

The following identifies Additional Services of the BRS design team:

No.	Item	Total
1.0	BRS hours (10.5 hours x \$160/ hour)	\$ 1,680.00
2.0	D/P/S (\$500 x 1.1 markup)	\$ 550.00
3.0	Norris Design (\$7,000 x 1.1 markup)	\$ 7,700.00
Total Additional Services Fee		\$ 9,930.00

## Expenses

No additional expenses are anticipated for this proposal.

## Total Work Authorization

**\$ 9,930.00**

## Schedule:

This ASP authorizes services for the period of 4/1/15 - 6/1/15.

Submitted by:

Signature

Steve Blackburn, AIA, Principal, Barker Rinker Seacat

3/31/2015

Agreed:

Signature Sam Cobb, Mayor  
City of Hobbs (Name and Title)

Date

Health, Wellness & Learning Center, Hobbs, New Mexico

Exhibit D

Reimbursable Expense Budget

Prepared on: 3/25/2014

4/14/2015

Revised:

8/27/2014

Expenses	Value
Travel (see detail)	\$ 147,200.05
Consultant misc. reimbursable cost	\$ 9,300.00
LEED (includes USGBC/LEED fees and travel)	\$ 19,000.00
Deliveries	\$ 600.00
Printing (incl. 5 copies of SD report, 3 half-size sets at DD and CD review, does not incl. bid sets)	\$ 15,000.00
Electronic Communications (mo. fee of \$200 for GoTo Meeting, Video Conferencing, NewForma, etc.)	\$ 7,200.00
Misc.	\$ 500.00
Sub-Total	\$ 198,800
10% mark-up	\$ 19,880
<b>TOTAL</b>	<b>\$ 218,680</b>

Total DD Reimbursable Expense Budget = \$67,064 exclusive of NMGRT

\$218,680 initial expense estimate

- \$ 33,371 SD budget

- \$128,627 CD-CA travel

= \$56,682 DD expenses

+ \$10,382 additional trip expenses in SD for Gillette field trip and additional Hobbs trip meetings

= \$67,064 Total DD Reimbursable Expense Budget

# Hobbs Multi-Generational Facility

## Exhibit D: Project Reimbursable Expenses

Barker Rinker Seacat Architecture & Consultant Team Travel Budget

Prepared on: 3/25/2014

Revised

Consult. persons nights reimb airfare car hotel meals Notes

### Schematic Design

Workshop #1	BRSA	3	2	\$ 290	\$ 1,777	\$ 378	\$ 1,014	\$ 567	in Hobbs
Workshop #1	WTI	1	1	\$ 74	\$ 592	\$ 252	\$ 169	\$ 126	in Hobbs
Workshop #1	Norris	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #1	DPS	2	2			\$ 378	\$ 676	\$ 378	in Hobbs
Workshop #2	BRSA	3	2	\$ 290	\$ 1,777	\$ 378	\$ 1,014	\$ 567	in Hobbs
Workshop #2	Reese	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #2	DPS	2	2			\$ 378	\$ 676	\$ 378	in Hobbs
Workshop #3	WTI	1	1	\$ 74	\$ 592	\$ 252	\$ 169	\$ 126	in Hobbs
Workshop #3	TBG	1	1	\$ 74	\$ 592	\$ 252	\$ 169	\$ 126	in Hobbs
Workshop #3	G14	1	1	\$ 74	\$ 592	\$ 252	\$ 169	\$ 126	in Hobbs
Workshop #3	BRSA	3	2	\$ 290	\$ 1,777	\$ 378	\$ 1,014	\$ 567	in Hobbs
Workshop #3	DPS	2	2			\$ 378	\$ 676	\$ 378	in Hobbs
<b>SD Total</b>		<b>21</b>	<b>20</b>	<b>\$ 1,359</b>	<b>\$ 8,883</b>	<b>\$ 4,032</b>	<b>\$ 6,424</b>	<b>\$ 3,717</b>	<b>\$ 24,415</b>

### Design Development

Workshop #1	BRSA	2	2	\$ 194	\$ 1,184	\$ 378	\$ 676	\$ 378	in Hobbs
Workshop #1	BRS Interiors	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #1	DPS	2	2			\$ 378	\$ 676	\$ 378	in Hobbs
Workshop #1	Reese	1	2			\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #1	WTI	1	1	\$ 74	\$ 592	\$ 252	\$ 169	\$ 126	in Hobbs
Workshop #1	Norris	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #2	Video Conf w/ Owner								in Denver
Workshop #3	BRSA	2	2	\$ 194	\$ 1,184	\$ 378	\$ 676	\$ 378	in Hobbs
Workshop #3	BRS Interiors	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #3	Reese	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #3	Norris	1	2	\$ 97	\$ 592	\$ 378	\$ 338	\$ 189	in Hobbs
Workshop #3	DPS	2	2			\$ 378	\$ 676	\$ 378	in Hobbs
<b>DD Total</b>		<b>15</b>	<b>21</b>	<b>\$ 945</b>	<b>\$ 5,922</b>	<b>\$ 4,032</b>	<b>\$ 4,902</b>	<b>\$ 2,772</b>	<b>\$ 18,573</b>

DD trips remaining shown here



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 20<sup>th</sup>, 2015

**SUBJECT: RESOLUTION TO FORM A SELECTION COMMITTEE FOR RFQ/RFP No. 477-15  
CMAR Health & Wellness Learning Center (HWLC)**

DEPT. OF ORIGIN: City Manager  
DATE SUBMITTED: April 14<sup>th</sup>, 2015  
SUBMITTED BY: JJ Murphy – City Manager

**Summary:**

The City has issued RFQ 477-15 (Request for Qualification) and will be issuing an RFP to those deemed qualified. The selected GC (General Contractor) would be part of scheduled pre-construction meetings for portions of design phase to bring both constructability knowledge and firm construction costs to ensure the project is in budget and quality of construction meets expectations.

In accordance the City's procurement ordinance the City Commission or designee shall form the selection committee. In order to have representation from all funding partners, the selection committee will be made up of the following:

1. City of Hobbs (5 Members)
2. New Mexico Junior College (1 Member)
3. Hobbs Municipal Schools (1 Member)
4. J. F Maddox Foundation (2 Members)
5. Design Team Representative – BRS/DPS (1Member)

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

Finance Department

Currently, the HWLC is partially funded for a portion of the design phase only. Legal is working with funding partners to develop Joint Powers Agreements to establish funding levels and fiscal responsibility. No revenues streams are currently budgeted until City Commission approves JPA's.

**Attachments:** Resolution / RFQ 477-15

**Legal Review:**

Approved As To Form:

City Attorney

**Recommendation:**

Approval of Resolution to form the Selection Committee for HWLC CMAR RFQ/RFP: 477-15

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 6284

A RESOLUTION ESTABLISHING A SELECTION COMMITTEE  
FOR RFQ/RFP No. 477-15  
CMAR HEALTH WELLNESS & LEARNING CENTER (HWLC)

WHEREAS, City Ordinance 1080 requires the City Commission to form a selection committee of at least three members with at least one member being an architect or engineer to review and rank proposals, conduct interviews and negotiate with the highest rated proposal for CMAR method of procurement and construction.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS that the Selection Committee for RFQ/RFP 477-15 CMAR HWLC be and is hereby established and that the following individuals (or designee) be and are hereby appointed to said Selection Committee:

**City of Hobbs** – Mayor Sam D. Cobb (or designee)

**City of Hobbs** - JJ Murphy (or designee)

**City of Hobbs** - Toby Spears (or designee)

**City of Hobbs** - Ronny Choate (or designee)

**City of Hobbs** - Todd Randall (or designee)

**New Mexico Junior College** - Dan Hardin (or designee)

**Hobbs Municipal Schools** - TJ Parks (or designee)

**J. F Maddox Foundation** - Jim Maddox (or designee)

**J. F Maddox Foundation** - Bob Reid (or designee)

**Design Team Representative** - Matt Mulligan (or designee)

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of April, 2015.

ATTEST:

\_\_\_\_\_  
SAM D. COBB, Mayor

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**Request for Qualifications  
RFQ 477-15**

**Construction Manager at Risk Services  
Health and Wellness Learning Center  
Hobbs, New Mexico**

**City of Hobbs, New Mexico  
200 East Broadway  
Hobbs, NM 88240**

**Issue date March 1<sup>st</sup>, 2015**



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City of Hobbs - Purchasing Department  
200 East Broadway, Hobbs, NM 88240

**STEP 1 OF 3 STEP PROCESS**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**CONSTRUCTION MANAGER AT RISK**

**NOTICE FOR REQUEST FOR QUALIFICATIONS**

Request for Qualifications RFQ No. 477-15

Statements of Qualifications deadline: March 26, 2015 5:00pm (MDT)

Title: Construction Manager at Risk Services – Health and Wellness Learning Center

The City of Hobbs and their project partners; Lea County, the New Mexico Junior College, the University of the Southwest and the Hobbs Municipal Schools is requesting qualifications from firms interested in providing Construction Manager at Risk Services as described and identified within this Request for Qualifications "RFQ". Please carefully read all instructions, specifications, terms and conditions of this RFQ. Failure to comply with the instructions, terms and/or conditions may result in the Statement of Qualifications "SOQ" being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks (§13-1-191 NMSA 1978).

Sealed SOQ must be received at the above address no later than the time and date specified above. Any SOQ received after the deadline will not be accepted and will be returned unopened. It is solely the responsibility of each respondent to assure that its SOQ is delivered at the specified place and prior to the deadline for submission. SOQ, which for any reason are not so delivered, will not be considered and will be returned unopened. All information must be entered in ink or typed and corrections must be initialed. SOQ must be in a sealed package and must be clearly marked with the RFQ number and submission deadline (as listed above) in the lower left hand corner.

Copies of and information regarding this RFQ may be obtained at the City of Hobbs Purchasing Office, by contacting **Shelly Raulston** at 575.397.9244 (phone), 575.397.9450 (fax) or [sraulston@hobbsnm.org](mailto:sraulston@hobbsnm.org) email address.

*NOTE: The City of Hobbs reserves the right to amend and/or change this schedule of RFQ/RFP activities, as it deems necessary under the circumstances.*

**Other information**

Number of submittals required: Five (5) hard copies and one (1) electronic copy via CD  
FOB destination

**Terms and Conditions**

The City reserves the right to request clarification and modification of any Statement of Qualifications prior to the contract award being made. The purchases of any material(s) and/or service(s) awarded under this RFQ, RFP and contract that follow are subject to the specifications and to the City's Standard Terms and Conditions. The City reserves the right to accept and/or reject, at its sole discretion, any or all Statements of Qualifications, or part thereof, waive technicalities, re-advertise, when the best interest of the City will be realized thereby.

**City of Hobbs**  
Hobbs, New Mexico 88240  
Toby Spears,  
Finance Director  
March 1<sup>st</sup>, 2015

RFQ NO. 477-15

**Hobbs Health Wellness and Learning Center CMAR RFQ  
Request for Sealed Statement of Qualifications (SOQ)**

Sealed Statements of Qualifications must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2<sup>nd</sup> Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **March 26<sup>th</sup>, 2015 at 5:00 p.m. MST**, to provide Construction Manager at Risk Services for a **NEW HEALTH WELLNESS AND LEARNING CENTERS**. SOQ's received after the bid due date/time will be considered non-responsive and will be returned unopened.

The City of Hobbs and their project partners (Lea County, the New Mexico Junior College, the University of the Southwest and the Hobbs Municipal Schools) is requesting qualifications from firms interested in providing Construction Manager at Risk Services as described and identified within this Request for Qualifications "RFQ". Please carefully read all instructions, specifications, terms and conditions of this RFQ. Failure to comply with the instructions, terms and/or conditions may results in the Statement of Qualifications "SOQ" being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks (§13-1-191 NMSA 1978).

Any individual(s) or firm(s) proposing to perform CMAR services must be appropriately licensed / registered in the State of New Mexico at the time of submission of the Qualifications.

**DEADLINE - 5:00 p.m. on March 26<sup>th</sup>, 2015**

Submitted SOQ's shall not be publicly opened. Any SOQ received after the stated time will be returned unopened.

Copies of and information regarding this RFQ may be obtained at the City of Hobbs Purchasing Office, by contacting **Shelly Raulston** at 575.397.9244 (phone), 575.397.9450 (fax) or **sraulston@hobbsnm.org** email address.

*NOTE: The City of Hobbs reserves the right to amend and/or change this schedule of RFQ/RFP activities, as it deems necessary under the circumstances.*

**CITY OF HOBBS, NEW MEXICO**

---

JJ MURPHY, City Manager

Publication Date: March 1<sup>st</sup>, 2015

## **PART I - PROJECT INFORMATION**

### **Project Summary**

The City of Hobbs with Lea County, the New Mexico Junior College, the University of the Southwest and the Hobbs Municipal Schools formed a Quality of Life Committee and commissioned a report in April of 2013 looking at possible projects for Lea County to enrich the quality of life for residents and stimulate economic development. This report can be found at the following web address: <http://www.hobbsnm.org/files/Quality%20of%20Life%20Master%20Plan.pdf>. This Health and Wellness Learning Center project represents the number one priority project identified on page three of this report consisting of approximately 140,000 sf on a 13 acre site located at Millen Drive and the Lovington Highway in north Hobbs.

The initial program for the facility includes:

- Facility administrative offices
- Lounge and Games room space
- Fitness area for cardiovascular training
- Indoor childwatch/play area
- Indoor Multi-activity court(s) fieldhouse
- Leisure pool
- Warm water Therapy pool
- Party rooms
- Indoor field house with turf field
- Indoor elevated walking/jogging track
- Aerobics/fitness rooms
- Racquetball courts
- Competition lap pool

### **Scope of Work**

This is a Construction Manager "CM" at Risk project, pursuant to City of Hobbs Municipal Procurement Ordinance No. 1080 and Educational Facility Construction Manager at Risk Act, New Mexico procurement code, (§13-1- 124.1 through 13-1-124.5 NMSA 1978)

The CM at Risk shall actively participate as a member of the project team with the City/Partners and the Architect beginning with design concept and constructability reviews and construction cost estimating at the end of the Schematic Design phase and continuing through construction and commissioning of the project. The purpose of these pre-construction and construction responsibilities is to provide the expertise necessary to ensure that the program objectives are realized and the project budget and schedule are met.

The CM at Risk shall provide pre-construction services, including, but not limited to attending and participating in design meetings with the City/Partners and the Architect; identifying safe work practices and requirements for construction; assessing and recommending site logistics requirements; recommending phasing and sequencing of the work; construction scheduling; cost estimating; assessing alternative construction methods and products for value engineering and life cycle cost considerations; and participating in the City/Partners phased design and construction document reviews.

The CM at Risk shall propose a Guaranteed Maximum Price "GMP", which shall be the sum of estimated cost of the Work, its Pre-construction Fee and its proposal for Specified General Conditions and Construction Manager's fee. The CM at Risk shall indicate the percentage of the GMP that it will perform with its own work forces.

The CM at Risk, in cooperation with the City/Partners, shall seek to develop subcontractor interest in the project, conduct pre-bid or pre-proposal meetings, advise about bidding or proposals, evaluate submissions by responsible bidders and offerors, and enter into subcontracts for the execution of the Work.

The CM at Risk shall manage and superintend the Work.

The facility design is expected to provide an efficient and functional character of its own. It is to address the following guiding principles that the City/Partners have identified as important;

### **VISION STATEMENT**

The Health, Wellness and Learning Center (HWLC) represents a distinct partnership of the City of Hobbs, Lea County, New Mexico Junior College, Hobbs Municipal Schools, and University of the Southwest. Its vision is to enhance the quality of life and improve the health of area residents and families. The HWLC will be an intergenerational place for children to adults and seniors which offers indoor, year-round opportunities for social interaction, learning, fun and fitness for all ages and abilities where people can enjoy multiple activities in one location.

### **PROJECT GOALS**

- Positive economic impact and development which will provide jobs, and stabilize the workforce within the community.
- Something different, unique from existing facilities.
- Modern, multi-use facility.
- Safe, healthy environment.
- Promote family time and opportunities as a stepping stone to get people into fitness and a healthy lifestyle, wellness.
- Promote social interaction and provide something fun to do.
- Identity of the Center should create a sense of pride in community, be aesthetically pleasing and catch driver's attention on Lovington Highway.
- Accessible, sustainable, energy efficient, high-performance building in order to reduce overall operating costs.
- Affordable to all income levels.

Additionally, the City/Partners has chosen to attain a LEED® Silver certification or higher for this project consistent with the Governor's Executive Order 20016-001. The CM at Risk will be expected to participate with the City/Partners and the Architect in ensuring that all LEED® criteria is maximized in every aspect of this project while ensuring that building costs are maintained within budget.

The Maximum Allowable Construction Cost (MACC) for this project is approximately **\$45,000,000**.

### **General RFQ information**

This section of the RFQ specifies general requirements and outlines and describes the major events of the selection process. Listed below, as well, are the key action dates/times for this RFQ. If the City/Partners finds it necessary to change any of the dates as indicated below, an addendum to the RFQ will be sent to all prospective proposers via mail, fax, or email.

### Purpose of this RFQ

The City/Partners are requesting Statements of Qualifications "SOQ" from firms interested in providing Construction Manager At Risk Services based on the scope of work described above. It is issued pursuant to, and all proposals submitted in response hereto shall be subject to the Educational Facility Construction Manager at Risk Act, New Mexico procurement code, (§13-1- 124.1 through 13-1-124.5 NMSA 1978) and the City of Hobbs Procurement Ordinance No. 1080. All potential proposers are to read, understand and accept the requirements of this RFQ. This is the first step of a three step procurement process

This RFQ is designed to provide interested firms with sufficient basic information to submit SOQ meeting minimum requirements, but is not intended to limit a firm's content or exclude any relevant or essential data.

### General Requirements

Information about the RFQ process, conditions under which this RFQ is issued and how the intended project will be completed is listed in *Exhibit A "RFQ General Requirements"*. The City/Partners requires that all proposers agree to be bound by the general requirements contained in Exhibit A.

### Standard Terms and Conditions / Definition of Terminology

Definitions and abbreviations utilized in this procurement document are defined in *Exhibit B "RFQ Standard Terms and Conditions"*.

### Procurement Management

- *Procurement manager* - The City/Partners has designated a procurement manager who is responsible for the conduct of this procurement and whose name and contact information is listed in the below "Inquires" section.
- *Deliveries* - All deliveries should be addressed as follows:
  - Toby Spears, Finance Director
  - City of Hobbs
  - Purchasing Department - Room 224
  - 200 E. Broadway
  - Hobbs, NM 88240
- *Inquiries* - Any inquires or requests regarding this proposal and/or procurement should be submitted in WRITING in the following manner. Interested firms may contact ONLY the procurement manager regarding this RFQ and/or procurement. Other City/Partners employees do not have the authority to respond on behalf of the City/Partners.
  - Toby Spears, Finance Director
  - City of Hobbs
  - Purchasing Department - Room 224
  - 200 E. Broadway
  - Hobbs, NM 88240

## **PART 2 – CONDITIONS GOVERNING THE PROPOSAL**

### **Sequence of Events:**

- **STEP 1** - RFQ issued (advertisement in newspaper and City's website) **Sunday, March 01, 2015**
- RFQ Question submittal deadline **Tuesday, March 17, 2015**
- SOQ submission deadline(5:00pm) **Thursday, March 26, 2015**
- Selection committee evaluates submissions and
- **STEP 2** - Send RFP's to qualified firms **Thursday, April 02, 2015**
- RFP Question submission deadline (4:00pm) **Thursday, April 16, 2015**
- Proposals submission deadline (5:00pm) **Thursday, April 23, 2015**
- Selection Committee notifies three (03) most qualified firms **Thursday, April 30, 2015**
- **STEP 3 - Interviews** **Thursday, May 07, 2015**
- Action by City of Hobbs **Friday, May 08, 2015**
- Negotiate preconstruction services **Monday, May 11, 2015**
- Contract award **Monday, June 01, 2015**

*NOTE: The City/Partners reserves the right to amend and/or change this schedule of RFQ/RFP activities, as it deems necessary under the circumstances.*

### **Explanation of Events**

The following paragraphs describe the activities listed in the sequence of events shown in the above section.

- Issue RFQ - This RFQ is issued by the City/Partners in accordance with the provisions of New Mexico Procurement Code, (§13-1-124.1 - through 13-124.5 NMSA 1978) and City of Hobbs Procurement Ordinance 1080.
- Questions/clarifications - Between the time of issuance of the RFQ and the question submission deadline, interested firms are encouraged to send an e-mail to the Procurement Manager concerning any questions they might have about the scope of the project or the schedule for the RFQ.
- RFQ amendments - Should any amendment to this RFQ be deemed necessary between issuance of the RFQ and the submission deadline, it will be distributed in writing to all recipients of the original RFQ. If an amendment requires a time extension, the submission date will be changed as part of the written amendment.
- SOQ received after the submission deadline are non-responsive - SOQ's will be reviewed for completeness and compliance with requirements by the City/Partners' Purchasing Office and the Selection Committee. If any SOQ submitted is deemed non-responsive or non-responsive, the offeror will be notified in writing of such determination and the method of protesting that determination.
- SOQ evaluation - The Selection Committee will review each firm's submission. The Selection Committee will identify the qualified offerors who will be sent a RFP for CM at Risk Fee and Specified General Conditions.
- Request for Proposals "RFP" - Firms asked to submit Proposals shall submit two proposal numbers on a proposal form provided in the RFP. The first number shall be the CM at Risk Fee and the second shall be



for Specified General Conditions. The terms CM at Risk Fee and Specified General Conditions will be specifically defined in the RFP to be provided to those offerors who are deemed qualified.

- Questions/clarifications - Between the time of issuance of the RFP and the question submission deadline, interested firms are encouraged to send an e-mail to the Procurement Manager concerning any questions they might have about the scope of the project or the schedule for the RFP.
- Proposals received after the submission deadline will be deemed non-responsive - Proposals will be reviewed for completeness and compliance with requirements by the Office of the Vice President for Finance and Administration, the Purchasing Office and the Selection Committee. If any Proposal submitted is deemed non-responsible or non-responsive, the Proposer will be notified in writing of such determination and the method of protesting that determination.
- Determination of most qualified firms - After evaluating the SOQ received in response to this RFQ, and after receiving and scoring the Proposals for CM at Risk Fee and Specified General Conditions, the Selection Committee will invite up to three of the highest ranking Offerors for interviews.
- Interviews with finalists - For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews will be approximately one hour in duration and will be held in Hobbs.
- Final selection - The Selection Committee will recommend the firm it believes is most qualified based solely upon its review of the SOQ, proposals and the responses to the questions posed to the firms in the interview. The City/Partners will make the final selection.
- Notice of selection - The most qualified firm will be notified and sent a RFP for Preconstruction Services.
- Contract negotiations - The City/Partners and the most qualified firm successful proposer(s) will begin contract negotiations as soon as possible after notice of selection. The draft Contract for Construction Manager at Risk and General Conditions will be included in the RFP. If the City/Partners are unable to negotiate a contract with the most qualified firm that it believes, in its sole discretion, is fair and reasonable, it will terminate negotiations with that firm and begin negotiations with the next ranked firm based on the City/Partners' final ranking.
- Notice of award - The Procurement Manager will notify finalists in writing of the final award within fifteen calendar days of the award in accordance with NMSA 13-1-124.4.

### **Insurance, Bonding and other Special Conditions**

The following are special conditions that must be met by the proposer in undertaking this contract. The proposers must indicate in their proposal and provide evidence that they will be able to meet the stipulated conditions.

#### Proposal guarantee

Firms that are selected to submit a proposal for CM at Risk Fee and Specified General Conditions shall furnish a RFP Bond in the amount of five (05) percent of the total proposal as required by New Mexico procurement code, (§13-1-146 NMSA 1978).

#### Insurance coverages

The selected firm shall submit a Certificate of Insurance satisfying the requirements of Article 11 of the General Conditions of the Contract for Construction Manager at Risk as a condition precedent to award of the Contract for CM at Risk.

#### Payment and Performance Bond

The selected shall submit Payment and Performance Bonds satisfying the requirements of Article 11.5 of the General Conditions of the Contract for Construction Manager at Risk as a condition precedent to establishing a GMP for the Contract for CM at Risk.

Each contract of insurance required shall remain in effect for the entire term of the contract clauses to the effect that the same may not be reduced or canceled on less than forty-five (45) days prior written notice to the City/Partners. Commercial General Liability and Auto liability policies required hereunder shall name the City of Hobbs, New Mexico Junior College and Hobbs Schools, its agents, servants and employees as additional insured. Coverage shall be primary. All insurance required under this section shall be with companies acceptable to the City/Partners. Stated minimums shall not be interpreted as limiting the contractor's insurance coverage.

#### Contract Compliance Monitoring

The City/Partners purchasing office shall monitor the successful proposer's compliance with, and performance under, the terms and conditions of the contract resulting from this procurement. The successful proposer shall make available for inspection and/or copying by the City/Partners, within 24 hours of a written request therefore, all records and accounts relating to the work performed or the services provided in this project.

#### Personnel Conduct/Compliance

Any personnel executing services under this project while on the City/Partners premises will conduct him/herself in an acceptable, appropriate manner, and comply with all conduct and compliance policies and procedures of the City/Partners. The City/Partners reserves the right to request immediate removal of any personnel it deems, in its sole discretion, to be exhibiting inappropriate behavior not in compliance with City/Partners policies and procedures.

## **PART 3 - RESPONSE FORMAT AND ORGANIZATION**

### **Number of Responses**

Only one SOQ may be submitted by each individual entity in response to this RFQ.

### **Number of Copies**

Proposer shall provide five (05) hard copies and one (01) electronic copy via CD

### **SOQ Format**

SOQ shall be typewritten on standard 8½ x 11 paper, double sided printing is acceptable and encouraged (larger paper is permissible for charts, spreadsheets, etc.), and placed within a binder with tabs delineating each section. Length of the SOQ shall be limited to twenty (20) pages (printed sheet pages) of text and graphic material. Material **excluded** from the twenty (20) page maximum count shall include and shall be limited to:

- Front cover
- Transmittal letter
- Table of Contents
- Divider pages
- Attachments (those listed in paragraph 3 below)
- Appendices
- Back Cover

### **SOQ Organization**

SOQ shall be organized in a manner that will enable the Selection Committee to quickly access pertinent information. Sections should be provided that include:

- 1) Letter of Transmittal. See instructions for information to be included in the Letter of Transmittal in *Attachment A*.
- 2) The Proposer's response to the *Requirements of the Statement of Qualifications* addressed in the order in which they appear in the *Requirements of the Statement of Qualifications* section of this RFQ.
- 3) Attachment B – Current Active Projects; Attachment C – Statement of Applicable NMGRT Rate thoroughly completed; and Attachment D – Statement of Qualifications
- 4) Appendix A- Debarment/Suspension Status, Non Collusion Affidavit and Conflict of Interest Form; Appendix B – Small and Disadvantaged Business Certification; and Appendix C – Campaign Disclosure Form thoroughly completed, signed and certified as required.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

### Statement of Qualifications Submission

- All copies of the SOQ submittal and any other documents required to be part of the submittal will be enclosed in a sealed opaque envelope. The envelope will be identified with the project name and the proposer's name and address. If the SOQ is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SOQ ENCLOSED" on the face thereof. The envelope shall be addressed to the purchasing department of the City of Hobbs (address noted in above section).
- The following information shall be provided on the front lower left corner of the envelope, including on any carrier's (FedEx, UPS, etc.) envelopes, if possible:
  - a) Project Title
  - b) RFQ number
  - c) Submission Date
- SOQ submittals will be deposited at the designated location prior to the time and date for receipt of SOQ indicated in the RFQ, or any extension thereof made by addendum. SOQ received after the time and date for receipt of SOQ will be returned unopened. The proposer shall assume full responsibility for timely delivery of SOQ to CITY/PARTNERS purchasing department, including those SOQ submitted by mail. Late delivery by the U.S. Postal Service or any commercial carrier will not be an excuse for late delivery of the proposal.
- Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered.
- Receipt of SOQ. CITY/PARTNERS will date and time-stamp SOQ. A public log will be kept of the names and submittal times of all SOQ. SOQ received after the deadline will be deemed non-responsive, and will be returned unopened to the proposer.
- Confidentiality of SOQ. SOQ will not be opened publicly and shall not be open to public inspection until after a proposer has been selected for award of the contract, unless otherwise required by law. A proposer may request, in writing, non-disclosure of confidential data by marking "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. Price and information concerning the specifications cannot be considered confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Pursuant to the New Mexico Inspection of Public Records Act (§14-2 NMSA 1978) The City/Partners must allow public inspection of all records unless otherwise exempted from inspection by that Act. The City/Partners shall make its own determination as to whether information marked confidential is subject to public inspection.
- Non-Conforming SOQ. SOQ will be reviewed for completeness, format, and compliance with the requirements of the RFQ. If any SOQ is deemed non-responsive by the selection committee, the proposer will be notified in writing of such determination.

## **PART 4 - EVALUATION AND SELECTION PROCESS**

### **RFQ Evaluation Factors**

Statements of Qualifications will be evaluated by the selection committee based on the evaluation factors listed below. Each prospective proposer must address all elements required by this RFQ. Proposers are hereby informed that in making evaluations and determinations, the City/Partners is not restricted to the minimum information required for SOQs and that any relevant information regarding the evaluation criteria from reliable sources may be considered.

The City/Partners may also require additional relevant information related to the proposer's past performance or present capability to perform this contract.

### Factors

- *Transmittal Letter*  
Offerors shall submit a letter of interest signed by a Principal of the firm. The transmittal letter shall be no more than two (02) pages long, forward the information requested in Attachment A.
- *Past Performance of the Offeror in completing CM at Risk projects or projects with a Guaranteed Maximum Price.....5 points*  
What has been the experience of your firm in completing CM at Risk projects or projects with a Guaranteed Maximum Price? Provide a list of five completed projects. For each project provide the duration of construction, the final cost, a reference who is familiar with your firm's performance on the listed project and note if any of the personnel presented in your project team for the **HWLC** project participated as members of the project team for the listed project.
- *Past Performance in completing projects similar to the HWLC Project .....10 points*  
What has been the experience of your firm in completing projects of a similar size and type to the HWLC project? List up to five completed projects. For each project listed provide the duration of construction, the final cost, a description of the pre-construction services performed by your firm, a reference who is familiar with your firm's performance in completing the project and note if any of the personnel presented in your project team for the **HWLC** project participated as members of the project team for the listed project.
- *Presentation of the Project Team.....10 points*  
Describe the organization that you feel is appropriate for the **HWLC** project during the preconstruction, procurement, construction and closeout phases. Identify the personnel or consultants that will serve in those roles and provide the qualifications, experience and hourly rate (for preconstruction services) for each.
- *Concept of the Proposal.....12 points*  
Discuss the major challenges you envision the Project Team will encounter in completing the work for the **HWLC** project. How would your firm address those challenges? In addition, provide your firm's plan to address the following contractual responsibilities of the CM at Risk:
  - 1) Preconstruction Services including estimating, scheduling, constructability reviews, logistics planning and value engineering;
  - 2) Procurement Management including developing subcontractor interest, conducting pre-bid or pre-proposal meetings, pre-qualifying subcontractors and suppliers, receiving and evaluating bids and proposals, and entering into contracts;

- 3) Construction Management Services including services to ensure a quality product is delivered on time and within budget;
  - 4) Safety and Site Management including the services to be rendered and plans to be developed in connection with worker safety, hazardous material control, fire protection, emergency medical response and site security;
  - 5) Commissioning and start-up services to ensure that all building systems are in full operation at substantial completion; and
  - 6) Project Closeout Services to ensure that as-built documentation is accurate, maintenance and operation manuals are complete, warranty and guarantees are provided and City/Partners personnel are trained in the maintenance and operation of the facility.
- *Ability of the Offeror to meet time and budget requirements* .....3 points  
Provide the following additional information for each of the five projects listed in your firm's response to the second question above:
    - 1) Owner's original construction estimate;
    - 2) Original guaranteed maximum price;
    - 3) Final Contract Cost;
    - 4) Original completion date; and
    - 5) Actual date of Substantial Completion.
  - *Offeror's experience and utilization of subcontractors and material suppliers in New Mexico*....2 points  
Demonstrate your firm's experience in successfully completing construction projects in New Mexico. Indicate your firm's familiarity with the local labor market and capability in developing viable pricing alternatives working with subcontractors and suppliers owned and operated by New Mexico residents.
  - *Recent, current and projected workload*.....5 points  
What has been your firm's annual volume (in dollars) of construction for the past five years? What is your firm's anticipated volume for the current year and what is your plan for the next two years? How would your firm's participation in the **HWLC** project affect that plan?
  - *LEED Experience*.....3 points  
What has been your firm's experience in completing projects achieving LEED certification? List up to three projects where your firm has participated as a member of the project team where LEED Certification was achieved. For each project listed, describe the services your firm provided that contributed to LEED certification.

**Maximum Score for Statement of Qualifications ..... 50 points**

**RFP**

The Selection Committee will review each responsive SOQ received. The Selection Committee will identify the qualified offerors who will be sent a RFP for CM at Risk Fee and Specified General Conditions.

Firms asked to submit Proposals shall submit two proposal numbers on a proposal form provided in the RFP. The first number shall be the CM at Risk Fee and the second shall be for Specified General Conditions. The terms CM at Risk Fee and Specified General Conditions will be specifically defined in the RFP. The RFP will be provided to those offerors who are deemed qualified.

Offerors will state the Contractors Fee as a percentage and multiply it by the estimated cost of the Work stated on the Proposal Form included in the RFP to determine a single lump sum number for the dollar amount for Contractor's Fee. The dollar amount of the Contractor's Fee will be added to the proposed amount for Specified General Conditions Work to determine the Offeror's Total Proposal.

Evaluation

(Low conforming proposal / proposal being considered) x 15 = Point value for the proposal being considered.

**Maximum score for Proposal ..... 15 points**

**Selection Process**

The City/Partners' Purchasing Office will review all SOQ received in response to this solicitation for conformance with the requirements of New Mexico's procurement code (§13-1-83 and 13-1-85 NMSA 1978) and City of Hobbs Procurement Ordinance 1080. The Selection Committee will reject the proposal of any proposer who is not a responsible proposer or fails to submit a responsive proposal as defined in New Mexico's procurement code (§13 -1 – 83 and 13 -1 – 85 NMSA 1978) and City of Hobbs Procurement Ordinance 1080.

Each member of the Selection Committee will review and independently score each SOQ submitted utilizing the evaluation factors listed above.

Each member of the Selection Committee will then add the scores from the Proposals to the scores from the review of the SOQs to develop a total score for each firm.

Each Selection Committee Member's scores will be translated into a numeric ranking. The proposal evaluated by each member with the highest score on a basis of 65 points will be ranked number one, the proposal evaluated by each member with the second highest score on the basis of 65 points will be ranked number two and so on.

The numerical rankings from each member will be tabulated, totaled and the ranking of each firm review of proposals determined.

For example:

	<i>Firm A</i>	<i>Firm B</i>	<i>Firm C</i>	<i>Firm D</i>	<i>Firm E</i>	<i>Firm F</i>
<i>Member X</i>	1	2	3	4	5	6
<i>Member Y</i>	2	1	4	5	3	6
<i>Member Z</i>	1	2	4	3	6	5
<i>Total</i>	4	5	11	12	14	17
<i>Rank</i>	1	2	3	4	5	6

The Selection Committee will review the results of the scoring from its review of the SOQs and proposals and determine a "short list" of up to three firms to interview.

**Interviews**

Selected firms shall be prepared to answer a list of 5 pre-determined questions at the interview..

Scoring for the interview will be based upon responses to the questions presented at the interview.

During or after the Interview, each member of the Selection Committee will individually score the responses of each firm to the questions posed.. Interview scoring will total approximately 35 points divided among the prepared questions.

Each member's point totals will be translated into a numeric ranking of the interviewed firms and the rankings from all members of the Selection Committee will be totaled.

### **Final Ranking**

Rankings from the evaluation of the SOQs and proposals are weighted 65% and rankings from the interviews are weighted 35% in determining the final ranking.

The final ranking of the short listed firms will be provided to the City/Partners for review and approval.

### **Final Selection**

The highest ranked firm will be sent a RFP for Preconstruction Services. If the City/Partners is successful in negotiating an agreement for Preconstruction Services with the highest ranked firm that the City/Partners believes is fair and reasonable, a CM at Risk Contract will awarded to that firm. The CM at Risk Contract shall include the CM at Risk Fee and Specified General Conditions as bid by the selected firm.



## **Exhibit A**

### **REQUEST FOR QUALIFICATIONS (RFQ) GENERAL REQUIREMENTS**

The following section contains information about the RFQ process and conditions under which this RFQ is issued and how the intended project will be completed. The City/Partners requires that all proposers agree to be bound by the general requirements contained in this section.

1. **ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT** - Proposers must indicate their acceptance of the Conditions Governing the Procurement section in letter of transmittal. Submission of a Statement of Qualifications constitutes acceptance of the evaluation factors listed in this RFQ.
2. **AMENDED STATEMENTS OF QUALIFICATIONS** - A proposer may submit an amended SOQ prior to the submission deadline. Such amended SOQs must be complete replacements for a previously submitted SOQ and must be clearly identified as such in the transmittal letter. CITY/PARTNERS personnel will not collate or assemble proposal materials for the proposer.
3. **BASIS FOR STATEMENT OF QUALIFICATIONS** – Only information supplied by CITY/PARTNERS in writing through the CITY/PARTNERS procurement agent or in this RFQ shall be used as the basis for the preparation of proposer SOQ.
4. **CHANGE IN CONTRACTOR REPRESENTATIVES** – City/Partners reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the City/Partners, meeting its needs adequately.
5. **CONTRACT DEVIATIONS** – Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City/Partners and the selected proposer and shall not be deemed an opportunity to amend the substance of a proposer's SOQ.
6. **CONTRACT NEGOTIATIONS** – The City/Partners and the best qualified proposer will begin contract negotiations as soon as possible after the evaluation of SOQs, proposals, interviews and approval of the selection of the most qualified proposer by the selection committee.
7. **CONTRACT TERMS AND CONDITIONS** – The contract between the City/Partners and the successful proposer shall follow the format specified by the City/Partners.
8. **DISCLOSURE OF STATEMENT OF QUALIFICATION CONTENTS** - SOQ contents will be kept confidential until fifteen calendar days after a contract is awarded and written notice of award has been issued by the The City/Partners's procurement agent. At that time, all SOQ will be open to the public, except for the material that is proprietary or confidential. The procurement agent will not disclose or make public any pages of an SOQ on which the proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.
  - a) Proprietary or confidential data shall be readily separable from the SOQ in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the proposer's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, (§57-3A-1 to 57-3A-7, NMSA 1978). The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.
  - b) If a request is received for disclosure of data for which a proposer has made a written request for confidentiality, the City/Partners's procurement agent shall examine the proposer's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the

proposer takes legal action to prevent the disclosure, the SOQ will be so disclosed. The SOQ shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. **ELECTRONIC DATA** – Construction documents and specifications must be prepared using computer technology. Electronic drawing files shall be provided in AutoCAD format and specifications in Microsoft Word.
10. **ELECTRONIC MAIL ADDRESS REQUIREMENT** – A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Proposer must have a valid e-mail address to receive this correspondence.
11. **ELECTRONIC VERSION OF THIS RFQ** – This RFQ is being made available by electronic means. If accepted by such means, the proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFQ. In the event of conflict between a version of the RFQ in the proposer's possession and the version maintained by CITY/PARTNERS, the version maintained by CITY/PARTNERS shall govern.
12. **GOVERNING LAW** – This procurement and any agreement with proposers that may result shall be governed by the laws of the State of New Mexico.
13. **INCURRING COST** - Any cost incurred by the proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the proposer.
14. **KEY STAFF**- Since the award is made on a quality-based evaluation process, replacement of key staff or subcontractors after award of and prior to the contract execution may cause the proposer to be disqualified.
15. **LICENSING REQUIREMENT** – Each proposer must have a current, active and applicable business license.
16. **NO OBLIGATION** – This RFQ in no manner obligates the City/Partners to the use of any proposed products or services until a valid written contract is awarded and approved by the appropriate City/Partners authorities.
17. **NOTICE** - The Procurement Code (§ 13-1-28 through 13-1-199 NMSA 1978), imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
18. **PRIME CONTRACTOR RESPONSIBILITY** – Any contractor's contract that may result from this RFQ shall specify that the prime contractor is solely responsible for fulfillment of the contractor's contract with the City/Partners will make contract payments to only the prime contractor.
19. **STATEMENTS OF QUALIFICATIONS FIRM** – Responses to this RFQ will be considered firm for ninety (90) days after the proposal submission deadline.
20. **PROPOSER QUALIFICATIONS** – The selection committee may make such investigations as necessary to determine the ability of the proposer to adhere to the requirements specified within this RFQ. The selection committee will reject the SOQ of any proposer who is not a responsible proposer or fails to submit a responsive proposal, as defined in § 13-1-83 and 13-1-85 NMSA 1978.
21. **PROPOSER REPRESENTATION** – Each proposer by submitting his Statement of Qualifications represents that:
  - a) He has read and understands the proposal documents and his SOQ is made in accordance therewith.
  - b) He has visited the site and has familiarized himself with the local conditions under which the work is to be performed

22. **PROPOSER'S RIGHTS TO WITHDRAW STATEMENTS OF QUALIFICATIONS PROPOSAL** - Proposers will be allowed to withdraw their SOQs at any time prior to the submission deadline. The proposer must submit to the City/Partner's procurement agent a written withdrawal request signed by the proposer's authorized representative. Withdrawn SOQ may be resubmitted up to the time designated for the receipt of SOQ provided the SOQ conforms to this RFQ's conditions.
23. **RIGHT TO WAIVE TECHNICAL IRREGULARITIES** –The City/Partners reserves the right to waive minor irregularities. Also the City/Partners reserves the right to waive mandatory requirements provided that all of the otherwise responsive SOQs failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City/Partners.
24. **CITY/PARTNERS RIGHTS** – CITY/PARTNERS reserves the right to accept and/or reject, at its sole discretion, any or all statements of qualifications, or parts thereof, to waive technicalities, or to re-advertise the project, when the best interests of the City/Partners will be realized thereby.
25. **SUBCONSULTANTS** – Use of subconsultants must be clearly explained in the proposal and major subconsultants must be identified by name. The Construction Manager at Risk shall be wholly responsible for the entire performance whether or not subconsultants are used.
26. **SUFFICIENT APPROPRIATION** – Any contract awarded as a result of this RFQ process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The City/Partner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
27. **TAXES** - The City/Partners is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt.
28. **TERMINATION OF RFQ** – This RFQ may be canceled at any time and any and all proposals may be rejected in whole or in part when the City/Partners determines such action to be in the best interest of CITY/PARTNERS.
29. **TIMELINESS OF PERFORMANCE** - The proposer shall acknowledge understanding that time is of the essence in the performance of services awarded in response to this RFQ and the construction project, and that the City/Partners may suffer damages as a result of delays in the performance of work or of failure to meet time schedules or milestones.

## **Exhibit B**

### **STANDARD TERMS AND CONDITIONS**

Note: This document includes the Purchase Order Terms and Conditions as indicated by a preceding double asterisk (\*\*).

1. **\*\*ACCEPTANCE AND REJECTION:** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the City/Partners is entitled to revoke acceptance of them the City/Partners may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the City/Partners's option. Seller shall reimburse the City/Partners for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. **ADDENDUM:** A written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the RFQ. If an RFQ addendum is deemed necessary in the sole discretion of the City/Partners, it will be issued prior to the submission deadline. The City/Partner's procurement agent will distribute the addendum in writing via e-mail to all recipients of the RFQ. Proposers shall acknowledge receipt of the amendments as part of their statement of qualifications. Plural: addenda

3. **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this RFQ or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

City of Hobbs  
Finance Department  
200 E. Broadway  
Hobbs, NM 88240

Address if notice delivered to physical location:

City of Hobbs  
Finance Department  
200 E. Broadway  
Hobbs, NM 88240

4. **\*\*AGREEMENT:** Any resultant Purchase Order award as a result of this solicitation shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant purchase agreement will be listed explicitly on the front side of the Purchase Order, or incorporated by implication by the terms of this RFP. Any terms inconsistent with or in addition to this RFP proposed by Seller are deemed rejected unless agreed to in writing by an appropriate City/Partners official.

5. **ARCHITECT:** Designee authorized by City/Partners to manage inquires or requests regarding construction documents.

6. **AS-BUILT and RECORD DOCUMENTS:** Are to be interpreted to be one and the same and are defined as construction drawings revised to show all significant changes to the construction documents made during the construction process, based on marked up prints, drawings, and other data furnished by the contractor to the Architect/Engineer.

7. **\*\*ASSIGNMENT:** This Purchase Order is assignable by the City/Partners. Except as to any payment due

hereunder, this Purchase Order is not assignable by Seller without written approval from the City/Partners.

**8. AWARD OF CONTRACT:** Shall mean a formal written notice by the City/Partners that a firm has been selected to enter into a contract for services. Any Award of Contract that has not resulted in a written contract offer to City/Partners, within six (6) months of written notice, shall not be considered an award.

**9. BIDDING DOCUMENTS:** Mean all required documents for the public advertisement, bidding, selection, negotiation and award of the Construction Contract Documents for the project in conformance with the New Mexico Procurement Code(s) and City of Hobbs.

**11. CANCELLATION:** The City/Partners reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.

**12. \*\*CHANGES:** The City/Partners may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the City/Partners. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

**13. CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the City/Partners.

**14. CLEAN UP:** It is the Construction Manager at Risk's responsibility that the jobsite be kept clean and free of rubble while work is performed on the project.

**15. CLOSE OF BUSINESS:** Means 5:00pm mountain standard or mountain daylight time, whichever is in effect on the date given.

**16. \*\*CONFLICT OF INTEREST:** Seller shall disclose to the City/Partner's purchasing department the name(s) of any City/Partners employee or member of the Governing Boards who has a direct or indirect financial interest in the Seller or in the proposed transaction. A City/Partners employee (or Board members) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Board member or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of Interest Disclosure form with the City/Partners purchasing department.

**17. CONFLICT OF INTEREST FORM:** Proposer is required to sign the attached DEBARMENT/ SUSPENSION STATUS, NON-COLLUSION AFFIDAVIT AND CONFLICT OF INTEREST FORM. Failure to provide the City/Partners with this completed Conflict of Interest Form may result in the offer being considered non-responsive.

**18. CONSTRUCTION CONTRACT DOCUMENTS:** Are the documents that constitute the Agreement between the City/Partners and the Construction Manager at Risk to construct the project(s) in accordance with the bidding documents.

**19. CONTRACT:** Means an agreement between City/Partners and a New Mexico licensed Construction Manager at Risk.

20. **CONTRACTOR:** Means the successful proposer awarded the Contract for Construction Manager at Risk.
21. **DAMAGE AND SECURITY OF CITY/PARTNERS PROPERTY:** The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless the City/Partners against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.
22. **DESIGN PROFESSIONAL:** Means architect/engineer.
23. **DETERMINATION:** Means the written documentation of a decision of the procurement manager and/or the selection committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52, NMSA 1978).
24. **DISCLOSURE OF PROPOSAL CONTENTS:** The proposals will be kept confidential until the City/Partners awards a price agreement. Fifteen calendar days later, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The procurement agents will not disclose or make public any pages of a proposal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information. If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the City/Partners shall examine the Seller's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
25. **\*\*DISCOUNTS:** If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the City/Partner's accounts payable department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.
26. **DISRUPTION OF NORMAL ACTIVITY:** All work shall be performed so as not to interfere with normal City/Partners activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by the City/Partner's authorized representative prior to commencement of the work.
27. **\*\*ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS:** Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. §1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.
28. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under

this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this RFQ.

29. **ENTITY:** Means **City of Hobbs and New Mexico Junior College** for the purpose of §13-1-120 (B)(6), NMSA 1978; and is the entity requesting proposals.

30. **\*\*EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

31. **EQUIPMENT REQUIRED:** The proposer shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.

32. **EVALUATION CRITERIA:** Are defined in the RFQ.

33. **\*\*F.O.B. (Free on Board):** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the City/Partner's designated address.

34. **\*\* GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

35. **\*\* HIPAA (Health Insurance Portability and Accountability Act):** The parties agree to enter to comply with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and all other applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information.

36. **\*\*INDEMNIFICATION AND INSURANCE:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the City/Partners. Seller shall indemnify, defend and hold harmless the City/Partners, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the City/Partners against any joint and several liabilities imposed against the City/Partners with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the City/Partners. The liability of the City/Partners will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 Et Seq. NMSA 1978, as amended.

37. **\*\*INDEPENDENT BUSINESS:** Neither Seller nor any of its agents shall be treated as an employee of the City/Partners for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all Federal, State and Local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the City/Partners is not Seller's sole or only client or customer.

38. **\*\*INSPECTION:** The City/Partners may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final Inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or Inspection procedures required by the Specifications.

39. **INSPECTIONS, SELLER:** Not applicable.

40. **\*\*INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

41. **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance that meets the requirements in the RFP or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

42. **LEED® (Leadership in Energy and Environmental Design):** Green Building Rating System® is a voluntary, consensus-based national standard for developing high-performance, sustainable buildings, created and administered by the U.S. Green Building Council.

43. **LICENSES/PERMITS/EASEMENTS:** Not applicable.

44. **MACC:** Means the maximum allowable construction cost.

45. **MANDATORY REQUIREMENTS:** The terms "must," "shall," "will," "is required," or "are required" identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor shall result in the initial rejection of the proposer's proposal. Rejection of the proposal will be subject to review by the selection committee and a final decision on rejection will be made by the CITY/PARTNERS procurement agent.

46. **NEW MATERIALS REQUIRED:** Not applicable.

47. **OFFEROR:** Any person, corporation, or partnership legally licensed to provide construction services in this state, which chooses to submit a proposal in response to the RFP.

48. **OSHA REGULATIONS:** The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board's Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold the City/Partners free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney's fees.

49. **\*\*OTHER APPLICABLE LAWS:** Any provision required to be included in a purchase order of this type by any



applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

50. **OWNER:** As defined in the Joint Powers Agreement and/or Memorandum of Understanding between the City of Hobbs and Partners (New Mexico Junior College, Hobbs Schools, University of the Southwest and Lea County).

51. **\*\*PATENT AND COPYRIGHT INDEMNITY:** Seller shall indemnify, defend and hold harmless the City/Partners against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

52. **\*\*PAYMENT TERMS:** Upon written request from Seller for payment, the City/Partners shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

53. **\*\*PAYROLL OR EMPLOYMENT TAXES:** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the City/Partners with respect to payments to Seller or on behalf of Seller its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

54. **\*\*PENALTIES:** The Procurement Code, §13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

55. **PERFORMANCE AND PAYMENT BONDS:** A performance bond and a payment bond, covering materials and labor, each in the amount of one hundred percent (100%) of the contract cost is required. The bond must be executed by the bidder with a surety company authorized to do business in New Mexico or other sureties approved by the State Board of Finance. The performance and payment bonds must be received by the Buyer issuing the award within five (5) days of the award. The Payment and Performance Bond will be increased to 100 % of the total of any Early Work Amendments and to the total of the GMP when the GMP amendment is executed.

56. **PROCUREMENT MANAGER:** Means the procurement agent or his designee authorized by City/Partners to manage and/or administer procurement.

57. **PROJECT TEAM:** All members, including consultants who will be responsible for the completion of the project.

58. **PROJECT PROGRAM:** Means the written and graphic description of the project objectives, including intended use of facilities and site, design constraints and criteria, physical parameters, spatial requirements and requirements and relationships, and requirement for special equipment, systems and materials; the results of which are to be documented in a written manual.

59. **PROPOSAL:** Is a complete and properly signed offer to do the work, or portion thereof by the proposer or offeror in response to this RFQ or to the RFP that will be sent to all qualified proposers.

60. **PROPOSAL NEGOTIATION:** Negotiations may be conducted with responsible proposers who submit offers found to be reasonably like to be selected for award.

61. **PROPOSER:** Any person, corporation, or partnership legally licensed to provide construction services in this state, which chooses to submit a proposal in response to the RFQ.

62. **PUBLIC WORKS BOND:** Not applicable.

63. **RESPONSIBLE PROPOSER:** Means a proposer or offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his/her/its' financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery or service described in the proposal (§13-1-85, NMSA 1978).

65. **RESPONSIVE OFFER or RESPONSIVE PROPOSAL:** Means an offer or proposal, which conforms in all material respects to the requirements set forth in the RFQ.

66. **RIGHT TO PROTEST:** In accordance with §13-1-172 NMSA 1978, any proposer who is aggrieved in connection with a solicitation or the award of a contract may protest to the CITY/PARTNERS procurement agent. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to the procurement agent. Protests must include the name and address of the protestor, the RFP number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

67. **RIGHT TO WAIVE MINOR IRREGULARITIES:** The selection committee reserves the right to waive minor irregularities. The selection committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the selection committee.

68. **CITY OF HOBBS / PARTNERS:** Abbreviations or terminology used in this request for proposal means and/or identifies "CITY/PARTNERS" and are to be construed to be one and the same. Partners include the New Mexico Junior College, Hobbs Schools, University of the Southwest, and Lea County.

69. **SCHEDULE DELAYS:** If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule; the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify the City/Partners promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.

70. **\*\*SELLER'S EMPLOYEES AND AGENTS:** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the City/Partners. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the City/Partners as a result of this Purchase Order.

71. **SELECTION COMMITTEE:** Means a body constituted to perform the evaluation of proposer's proposals.

72. **SITE INSPECTION:** The site(s) referenced in this RFQ are available for inspection during the Pre- SOQI Conference only. .

73. **SITE FAMILIARITY.**

74. **STATE AND LOCAL ORDINANCES:** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. In the event of a conflict between various codes and standards, the more stringent shall apply.

**75. TECHNICAL IRREGULARITIES:** Matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other proposer's; that is, when there is no effect on price, quality or quantity. The selection committee may waive such irregularities or allow a proposer to correct them if either is in the best interest of CITY/PARTNERS. Examples include, but are not limited to, the failure of a proposer to:

- a) Submit the number of signed proposals required by the RFQ.
- b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the proposer's intent to be bound; or
- c) Acknowledge receipt of an amendment to the RFQ, but only if: a) it is clear from the proposal that the proposer received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

**76. \*\*TERMINATION AND DELAYS:** The City/Partners may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The City/Partners shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the City/Partners, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The City/Partners shall not be liable for consequential damages. The City/Partners may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the City/Partners may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the City/Partners thereby, including incidental and consequential damages. If after notice of termination, the City/Partners determines Seller was not in default, or if Seller's default is due to failure of the City/Partners, termination shall be deemed for the convenience of the City/Partners. The rights and remedies of the City/Partners provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-consultants at any tier.

**77. \*\*TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to the City/Partners upon acceptance at the FOB point specified, subject to the right of the City/Partners to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the City/Partners's purchasing department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.

**78. WAGE RATES:** Jobs with an estimate cost >\$60,000 done under this RFP will be subject to the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA, 1978 as amended) and per exhibit labeled "Wage Act." Minimum wages will be supplied at time of award or may be obtained from the State of New Mexico Labor & Industrial Commission.

**79. WAGE RATES AND PAYROLL SUBMITTALS:** For all federally funded construction projects greater than \$2,000, the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this IFB/RFP to the appropriate oversight agency and CITY/PARTNERS's purchasing department. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this IFB/RFP. Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent weekly to CITY/PARTNERS's purchasing department. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked

each day, total hours worked each workweek, basis on which employee wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date of payment and the pay period covered by the payment.

80. **\*\*WARRANTIES:** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.

81. **\*\*WORKERS COMPENSATION:** No workers compensation insurance has been or will be obtained by CITY/PARTNERS on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

82. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Seller will cooperate with the City/Partners and other contractors and coordinate their work involving other contractors through the City/Partner's authorized representative.

The TERMS "**must, shall, will is required, or are required**" identify a *mandatory* item or factor. Failure to comply *with such* an item or factor *may* result in the rejection of the proposer's proposal.

**Appendix A**

**DEBARMENT/SUSPENSION STATUS, NON-COLLUSION AFFIDAVIT AND CONFLICT OF INTEREST FORM**

**Debarment/Suspension Status**

The Vendor/Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. The Vendor/Contractor agrees to provide immediate notice to City/Partners' Purchasing Office in the event of being suspended, debarred, or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposal debarment that is received after the submission of this bid but prior to the award of the purchase order/contract.

**Non-Collusion Affidavit**

The undersigned, duly authorized to represent the persons, firm and/or corporation joining and participating in the submission of the foregoing bid (such person, firm and/or corporation hereinafter being referred to as the Vendor/Contractor), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission or the foregoing bid/proposal, has directly or indirectly entered into any agreement or engagement with any other Vendor/Contractor or to the aforementioned persons anything of value whatsoever, and that the Vendor/Contractor has not directly or indirectly entered into any agreement or arrangement with any other Vendor/Contractor which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

**Conflict of Interest**

The authorized person, firm and/or corporation states that to the best of his/her belief and knowledge; no employee or board member of CITY/PARTNERS, with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor/Contractor or in the proposed transaction. Vendor/Contractor neither employees, nor is negotiating to employ any CITY/PARTNERS employee, board member or close relative, with the exception of the person(s) identified below. Vendor/Contractor did not participate, directly or indirectly, in the preparation of specifications upon which the proposal or offer is made. If the Vendor/Contractor is a NM State Legislator or if a NM State Legislator holds a controlling interest in Vendor/Contractor, please identify the Legislator; \_\_\_\_\_

Listed below are the name(s) of any CITY/PARTNERS employees, board members or close relatives who now or within the preceding 12 months (1) works for the Vendor/Contractor; (2) has ownership interest in Vendor/Contractor; (3) is a partner, officer, director, trustee or consultant to the Vendor/Contractor; (4) has received grant, travel, honoraria or other similar support from Vendor/Contractor; or (5) has a right to receive royalties from the Vendor/Contractor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certification**

The undersigned hereby certifies that he/she has read the above Non-Collusion Affidavit, and Debarment/Suspension Disclosure Statement and that he/she understands and will comply with these requirements. The undersigned further certifies that he/she have the authority to certify compliance for the Vendor/Contractor named below.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

**Appendix B**  
**SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION**

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

(1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned by one or more socially and economically disadvantaged individuals and

(2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, and Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individuals found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and

(3) Is certified by the SBA as a Small Disadvantaged Business.

1b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily operations of which are controlled by one or more veterans.

1e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business; at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veterans means a veteran as defined in 38 U.S.C. 101 (2) with a disability that is service connected as defined in 13 U.S.C. 101 (16).

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_ County \_\_\_\_\_

City \_\_\_\_\_ State and Zip \_\_\_\_\_

Is the firm a (please check):  Division  Subsidiary  Affiliated?

Primary NAICS Code \_\_\_\_\_

If any item above is checked, please provide the name and address of the Parent Company below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature and Title of Individual Completing Form: \_\_\_\_\_

Date \_\_\_\_\_

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business\*
- 3. Women Owned Small Business
- 4. HUBZone Small Business Concern\*
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or  
Minority Institution
- 8. Large Business

\*MUST BE SBA CERTIFIED

Please return this form to City/Partners, Purchasing Office.

**Note:** This certification is valid for a one-year period. It is your responsibility to notify us if your size of ownership status changes during this period. After one year, you are required to re-certify with us.

**Notice:** In accordance with U.S.C. 645(d), any person who misrepresent a firm's proper size classification shall be (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in program conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at [www.sba.gov/size](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 3/08/04)



## **Appendix C**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or procurement specialist of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS** (the below fields are unlimited in size)

Contribution made by: \_\_\_\_\_

Relation to prospective contractor: \_\_\_\_\_

Name of applicable public official: \_\_\_\_\_

Date contribution(s) made: \_\_\_\_\_

Amount(s) of contribution(s) \_\_\_\_\_

Nature of contribution(s) \_\_\_\_\_

Purpose of contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**Attachment A**  
**INSTRUCTIONS FOR THE LETTER OF TRANSMITTAL**

**Letter of Transmittal**

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST include the following information:

- 1) Identify the submitting organization.
- 2) Identify the name and title of the person authorized by the organization to contractually obligate the organization.
- 3) Identify the name, title and contact information of the person authorized to negotiate the contract on behalf of the organization.
- 4) Identify the name, title and contact information of the person to be contacted for clarification questions regarding the statement of qualifications or proposal.
- 5) If the proposal is being submitted by an agent, attach a current Power of Attorney certifying the agent's authority to bind the proposer.
- 6) Explicitly indicated acceptance of the Request for Qualifications General Requirements and CITY/PARTNERS Standard Terms and Conditions.
- 7) Acknowledge receipt of any and all addenda to this RFQ.
- 8) Provide firm's Federal ID No, New Mexico Contractor's license number, New Mexico Gross Receipts Tax number.
- 9) Indicate the scope of work for which the proposer intends to submit a bid to complete with its own forces.
- 10) Be signed by a person authorized to contractually obligate the proposer. If more than one company forms a team to submit a joint proposal an authorized representative of each company must sign the proposal.

**Attachment B**  
**CURRENT ACTIVE PROJECTS**

List all the major projects your organization has in progress. List the name of the project, owner, MACC or contract amount, phase of the project (preconstruction or construction), percent complete and planned or actual Substantial Completion Date.

<u>Project Title and Location</u>	<u>Owner</u>	<u>MACC</u>	<u>Phase</u>	<u>Percent Complete</u>	<u>Substantial Completion</u>
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**Attachment C**  
**STATEMENT OF APPLICABLE NEW MEXICO GROSS RECEIPTS TAX RATE**

Provide a declaration executed by a Principal in the Firm stating the Location Code from the New Mexico Gross Receipts Tax Schedule that will be cited in determining the NMGRT Rate to be charged for work during preconstruction.



**Attachment D**  
**QUALIFICATIONS QUESTIONNAIRE**

Project Name: \_\_\_\_\_

**SECTION 1 – BUSINESS INFORMATION**

**1. COMPANY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Type of Firm:

Corporation: State of Incorporation \_\_\_\_\_

Partnership  Sole Proprietorship  Joint Venture  Other

a. Year firm was established: \_\_\_\_\_

b. Parent company (if applicable): \_\_\_\_\_

**2. LICENSING**

a. Does your firm hold the proper contractor's license for the type of work to be performed issued pursuant to the Construction Industries Licensing Act?

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, provide the following information about the contractor's license:

1) Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

\_\_\_\_\_

2) License Classification: \_\_\_\_\_

3) License Code: \_\_\_\_\_

4)License Number: \_\_\_\_\_

5)Issue Date: \_\_\_\_\_

6)Expiration Date: \_\_\_\_\_

c. Is the firm's contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?

Yes \_\_\_\_\_ No \_\_\_\_\_ (Attach explanation)

3. RESIDENT OR VETERAN PREFERENCE

a. Does your firm hold a current/valid Resident or Veteran Preference Certification Number pursuant to Section 13-1-22 NMSA 1978?

Yes \_\_\_\_\_ No \_\_\_\_\_

Certification Number: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

ATTACH A COPY OF YOUR VALID RESIDENT OR VETERAN PREFERENCE CERTIFICATE.

b. If a joint proposal, provide the percentage of the Work to be completed by the nonresident business based on the proposed dollar amount of the goods and services to be provided under the contract.

Percentage of Work By Nonresident Contractor: \_\_\_\_\_

4. REGISTRATION

a. Does your firm hold a current/valid Registration Number pursuant to Section 13-4-13.1 NMSA 1978?

Yes \_\_\_\_\_ No \_\_\_\_\_

Registration Number: \_\_\_\_\_ Date of Registration \_\_\_\_\_

5. SURETY

Provide the following information on all surety companies utilized since 1998:

a. Name of Firm's current surety company:

\_\_\_\_\_  
Surety telephone number: \_\_\_\_\_

Period covered by Surety: \_\_\_\_\_

b. Maximum amount of bonding capacity provided by surety to your firm:

\$ \_\_\_\_\_

c. Is your firm free of having a project taken over by surety for completion of a project in the past five years?

Yes \_\_\_\_\_ No \_\_\_\_\_

d. Is the surety company to be used on this construction project licensed to do business in the State of New Mexico?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide the name and telephone number of the surety to be used on this construction project:

Surety Name: \_\_\_\_\_

Contact Agent Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

e. Is your firm able to obtain bonding in the amount required for this construction project?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. **SAFETY**

a. What has been your Workers' Compensation Experience Modification Rate (EMR) for each of the past five years?

\_\_\_\_\_

If EMR in any year exceeds 1.0 provide explanation in Para. 10 below.

b. Does your firm have a written safety program compliant with current State regulations?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

If yes, provide one (1) copy of your firm's written safety program and state the names of key safety personnel, including the designated lead safety program manager, who will be assigned and individually list their specific duties.



Name and Title                      Specific Duties

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Name and Title                      Specific Duties

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Name and Title                      Specific Duties

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Provide the Recordable Incident Rate for the past calendar year: \_\_\_\_\_

- c. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final decision of a court or government agency that could not be appealed?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

**7. INSURANCE & CLAIMS HISTORY**

- a. Does your firm have any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

- b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any federal, state or local government entity?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

- c. Does your firm have the ability to provide the required insurance in the limits stated in the project documents?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

8. LABOR CODE VIOLATIONS

- a. Has your firm, at any time during the past five years, been debarred pursuant to the Public Works Minimum Wage Act (NMSA 1978 13-4-10 to 13-4-17)?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

- b. Has your firm incurred any Subcontractor Fair Practices Act violations in the past five (5) years?

Yes \_\_\_\_\_ (Attach explanation) No \_\_\_\_\_

9. VERIFICATION OF THE MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)

Has your firm reviewed the MACC for this project and found it to be reasonable for the Scope of Work described in the Request for Qualifications?

Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)

10. CONTRACTOR'S COMMENTS:

Use this area or attach a sheet to provide further explanation of the answers to any questions asked in this Qualifications Questionnaire. Please key your explanations to the appropriate Sections, 1 through 9



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: APRIL 20, 2015

SUBJECT: Approval of a Professional Services Agreement with Pacific Rim, Inc for Management and Operation of Rockwind Restaurant and Catering Service

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: April 15, 2015  
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

On March 16, 2015, this Commission awarded restaurant, food & beverage and catering services at Rockwind Community Links to Pacific Rim, Inc. Staff was authorized to proceed with negotiating a professional services agreement for the Commission's review and approval.

Pacific Rim will be the exclusive manager and operator of Rockwind restaurant and catering services, including all alcohol dispensed at Rockwind. Pacific Rim will pay the City \$500.00 per month and 5% of its gross sales as documented in its monthly gross receipts tax filings. The City is entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after Pacific Rim's pre-approved expenses for each major event.

The parties have negotiated who will provide all necessary equipment, supplies and decor, as set forth in the attached Professional Services Agreement. The City will provide additional start-up equipment and will require an additional \$37,500.00. Pacific Rim will be contributing in excess of \$75,000.00 in equipment, supplies and design work. The term of the professional services agreement is for one year with three additional one year renewal periods. Staff believes the terms are fair to both sides and the agreement constitutes a positive partnership between Pacific Rim and the City. The restaurant and service provided by Pacific Rim will be superior.

Fiscal Impact:

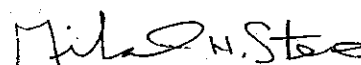
The City will be paid \$500.00 per month and 5% of gross sales as documented in the monthly gross receipts tax filings. The City will be entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after Pacific Rim's pre-approved expenses for each major event. The City's portion of the start-up equipment/furnishings will need to be from a reclassification of \$37,500.00 from Building Improvements (010421-43013) to Furniture/Appliance.

Reviewed By:   
Finance Department

Attachments:

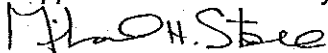
Proposed Professional Services Agreement

Legal Review:

Approved As To Form:   
City Attorney

Recommendation: The Commission should approve the Professional Services Agreement

Approved For Submittal By:



Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

## PROFESSIONAL SERVICES AGREEMENT

### CITY OF HOBBS – PACIFIC RIM, INC

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

WHEREAS, the City of Hobbs, Lea County, New Mexico ("City") and Hobbs City Commission has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, City is the owner of Rockwind Community Links Golf Course ("Rockwind") located at 5001 Jack Gomez Blvd., Hobbs, NM; and

WHEREAS, on February 3, 2015, the City of Hobbs issued a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind Community Links Golf Course. Pacific Rim, Inc. ("Rim") was determined the best qualified proposer; and

WHEREAS, City desires to engage Rim to manage and operate Rockwind restaurant, food, beverage and catering services, on behalf and for the benefit of City, and Rim desires to accept such engagement, pursuant to the terms and conditions herein; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### 1.0 SCOPE OF SERVICES

1. City hereby engages Rim as of this effective date to act as the sole and exclusive manager and operator of Rockwind restaurant and catering services, subject to and as more fully described in this Agreement, and, in connection with, to perform the services described in Exhibit "1", attached hereto.
2. Rim hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.
3. Lease of Liquor License: The parties acknowledge that City has procured and maintains a governmental liquor license pursuant to NMSA 1978, Section 69-6A-101. City shall lease to Rim, as part of this Agreement, the liquor license, to be used exclusively for the operation of the Rockwind facility. Rim agrees to designate a qualified employee to serve as the designated representative to meet the requirements for issuance and maintenance of the license. Rim agrees all activities by Rim associated with the

operation of the license shall strictly conform to New Mexico law and regulations of the New Mexico Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. Rim shall ensure it receives approval from Alcohol and Gaming to act as Lessee under City's Municipal Liquor License. All income and proceeds from alcohol sales shall be considered revenue in determining gross sales under this Agreement. City shall implement the administrative modification for Rim to become City's Lessee and the City shall pay the administrative fees associated with the modification.

## 2.0 Term & Termination

1. This Agreement, pursuant to NMSA 1978, Section 13-1-150(B), shall be for one (1) year from the date of its execution, subject to termination as described under this paragraph 2.0.
2. This Agreement may be renewed for three (3) one-year extensions with the mutual consent of the parties.
3. If the parties mutually agree to terminate this Agreement, the parties shall work together to transition the subsequent manager and operator, however, termination shall not occur less than 120 days after the parties enter a written agreement to terminate.
4. Either party may terminate, for cause, upon thirty days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty day notification period. Such notification shall be in writing subject to paragraph 10.0(6) herein.
5. Upon termination or expiration of this Agreement for any reason, Rim shall (i) promptly discontinue the performances of all services hereunder, (ii) deliver or otherwise make available to City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the facility as may have been accumulated by Rim in performing its obligations hereunder, whether complete or in progress, and (iii) assign to City all contracts or leases entered into by Rim in furtherance of its duties hereunder, who shall accept such contracts and perform all obligations thereunder following the expiration or termination date.
6. The remedies described in this Section 2.0 shall be in addition to any other remedies the parties may be entitled to, either by virtue of the terms of this Agreement, at law or in equity, as a result of a breach or termination of this Agreement.

## 3.0 Compensation

1. Rim shall pay City \$500.00 per month, plus 5% of its gross sales on or before the 25<sup>th</sup> day of the following month (gross sales is determined by the monthly New Mexico Taxation and Revenue CRS Report). Rim shall provide documentation of the 5% gross sales payment as determined by the CRS Report.

2. Gross sales shall include all income received by Rim pursuant to its responsibilities under this Agreement, including, but not limited to, restaurant, bar and catering income, any cash incentive received from equipment, supplies, food or beverage vendors, income from tournaments, meetings, banquets, parties or weddings.
3. City is entitled, but not obligated, to sponsor up to three "major events" each year and shall be entitled to 80% of the net income from Rim's sales for each event after deduction of Rim's prior City approved expenses for each event. As used herein, "major event" means any concert, exhibition, live performance, or event outside of non-professional golf tournaments and non-professional golf events.
4. Rockwind currently has an inventory of food and beverages. The parties agree Rim may utilize some, or all of the inventory and the parties shall agree on a reasonable value for said inventory that Rim may utilize. Rim shall pay City the agreed reasonable value for said inventory.

#### 4.0 Ownership / Use of Facility

1. Data, equipment, furniture, technical equipment, displays, fixtures and similar property materials and any improvements made during the term, not specifically designated as to be provided by Rim in Exhibit "1" herein shall at all times be owned by City. City shall provide equipment at restaurant as set forth in Exhibit "2" which shall at all times be owned by City.
2. City hereby gives Rim the right and license to use facility, and Rim accepts such right of use, for the sole purpose of performing the services herein specified, including the operation and maintenance of the restaurant dining room, kitchen, outdoor covered patio (subject to scheduling and prior approval of Rockwind General Manager) and any storage approved by Rockwind General Manager.
3. City shall provide to Rim, at no cost, parking spaces sufficient for all of Rim's full-time employees. Parking issues shall be subject to oversight by Rockwind General Manager during high traffic times at the Rockwind Community Golf Course.
4. Any and all scheduling of events outside of the restaurant, including the outdoor patio, shall be coordinated through the Rockwind General Manager and use by Rim is subject to Rockwind General Manager approval.
5. In the event Rim utilizes any portion of the facility it shall be responsible for cleaning and maintaining that portion of the facility immediately following its use.
6. Rim shall be responsible for the maintenance and service of all grease traps on a regular basis.

7. Repair of Equipment : The party who has ownership of each individual piece of equipment shall be responsible for all repairs and any necessary replacement of the same.

#### 5.0 Personnel

1. All Rim staff and employees shall be engaged or hired by Rim and shall be employees of Rim and not City. Rim shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment/termination, relating to such personnel. Rim agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City agrees that Rim shall be entitled to pay its employees, as an operating expense, bonuses and benefits in accordance with Rim's current employee manual or as a reasonable amount for the locale.
2. Rim shall employ sufficient number and qualified employees to perform all of its obligations under this Agreement.
3. Rim agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity employment issues. In accordance with these laws and regulations, Rim agrees to assure that no person shall, on the basis of race, color, natural origin, sex, age, handicap or medical condition, be discriminated against in regards to its personnel.

#### 6.0 Taxes, Assessments, Governmental Fees

1. Rim agrees to pay all New Mexico Gross Receipts Tax, Federal and State Income Taxes and all required wage withholding taxes for its employees, and all alcohol related taxes. City shall not be responsible for any of the aforementioned taxes and assessments.
2. Rim agrees to pay all assessments and/or other required governmental licensing fees they may be required to pay pursuant to state and federal regulations. City shall not be responsible for any of the aforementioned assessments and governmental licensing fees.

#### 7.0 Fiscal Responsibility / Reporting

1. Rim agrees to keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operation and management of the facility. Such records shall contain all entries reflecting the business operations of Rim at the facility under this Agreement. City shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Rim and during Rim's ordinary business hours.
2. Rim agrees to provide to City monthly financial reports for the facility including a CRS Report, balance sheet aging reports on accounts receivable, and statement of revenues and expenditures for such month and year to date in accordance with generally accepted accounting principles. Rim agrees to provide City a summary of bookings for each

month and separate cash receipts and disbursement reports for each catering event held at the facility.

3. Rim agrees to provide City, within one hundred-twenty (120) days following the end of each operating year, a certified audit report on the accounts and records as kept by Rim for the facility. Costs associated with obtaining such certified audit report shall be an operating expense of Rim. Such audit shall be conducted in accordance with generally accepted auditing standards.

#### 8.0 Indemnification

1. Rim agrees to defend, indemnify and hold harmless City, its commissioners, elected officials and employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorney fees even if City utilizes in-house counsel) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of Rim or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Rim of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to City's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.
2. City agrees to indemnify Rim only to such extent as allowed by New Mexico law, including any negligence or intentional Tort City or its employees may be responsible for.
3. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this paragraph 8.0, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may at its option participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may at its option assume control of such defense or resolution, if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice of such matter, Indemnitee shall promptly (and in no event more than 20 days after any third party litigation is commenced assessing such claim) give reasonable detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.



4. The obligations of the parties contained in this paragraph 8.0 shall survive the termination or expiration of this Agreement.

#### 9.0 Insurance

1. Rim agrees to maintain insurance in the manner and amounts as set forth in Exhibit "3", attached hereto, and shall provide to City promptly following the effective date a certificate of insurance evidencing such coverage. Rim shall maintain such referenced insurance coverage at all times during the term of this Agreement and shall not make any material modifications or changes to the coverage without the prior written consent of City. Each policy shall include a requirement that the insurer provide to City at least thirty days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of such insurance shall be an operating expense.
2. Rim agrees to maintain appropriate dram shop liability coverage arising from its dispensing of alcoholic beverages under this Agreement.

#### 10.0 Miscellaneous

1. Except as required by the New Mexico Inspection of Public Records Act, and any other statutory provision of the laws of the State of New Mexico, as same now read, or may be modified in the future, this Agreement and its terms, conditions provisions and contents, shall be kept strictly confidential and shall not be disclosed by either party hereto to any persons, except to such party's employees, attorneys, accountants, financial advisors and advertising agencies who have a need to know such information, except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable laws requires disclosure of such terms).
2. Rim shall have the right to use throughout the term of this Agreement, without restriction and without charge, the name and all logos of the facility, on Rim's stationary, in its advertising of the facility, and whenever conducting the business of the facility; provided that Rim shall take all prudent and appropriate measures to protect the intellectual property rights of City and its logos. All intellectual property rights in any facility logos developed by City shall be and at all times remain the sole and exclusive property of City. Rim agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.
3. City agrees that in all advertisements placed by City for the facility or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it may include a designation that the facility is operated by Rim.
4. Except as provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performances, if prevented by occurrences outside

its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, tornado, flood, act of God, riot, or civil commotion occurring at the facility; or (b) any law rule or ordinance, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute which results in a strike or work stoppage, affecting the facility or services described in this Agreement. Notwithstanding the foregoing, a party's failure to make payments due hereunder shall not be considered to be a force majeure.

5. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment in contravention of this paragraph shall be void.
6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, or three days after mailed, if sent by registered or certified mail.

If to City:

City of Hobbs  
City Manager  
200 E. Broadway  
Hobbs, NM 88240

If to Rim:

Pacific Rim Incorporated  
Jaw Yue  
P.O. Box 2381  
Hobbs, NM 88240

7. If a court of competent jurisdiction or an arbitrator determines any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. This Agreement must be approved by the Resolution of the Hobbs City Commission. Any modifications to this Agreement must be in writing and approved by Resolution of the Hobbs City Commission.
9. The parties agree that this Agreement is to be construed by the laws of the State of New Mexico and any legal action to enforce or construe the terms of the Agreement shall be brought in Lea County, New Mexico only.
10. City and Rim acknowledge and agree they are not joint venturers, partners, or joint owners with respect to the facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Rim. In operating the facility, entering into contracts, accepting reservations and

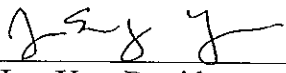
conducting financial transactions for the facility, Rim acts on behalf of and agent for City (but subject to the limitations on Rim's authority as set forth in this Agreement) and assumes no independent contractual liability with respect to any obligations incurred in operating the facility or performing its obligations under this Agreement so long as Rim does not exceed the authority granted by this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Professional Services Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth herein.

CITY OF HOBBS

PACIFIC RIM, INC

By: SAM D. COBB, Mayor

  
By: Jaw Yue, President

Date: \_\_\_\_\_

Date: 4-16-15'

Attest:

\_\_\_\_\_  
Jan Fletcher, City Clerk

Approved as to Form:

\_\_\_\_\_  
Michael H. Stone, City Attorney

## EXHIBIT 1

Rim shall provide the following in its management of the Rockwind restaurant and catering services located at the Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Adequate qualified staff to operate all aspects of its responsibilities herein, including, but not limited to, the restaurant, catering, bar and beverage cart(s);
2. Full service menus and hours of operation including breakfast, lunch and dinner;
3. Full service bar;
4. Food service and catering for meetings, banquets, parties and weddings at Rockwind;
5. Staffing of beverage cart(s) during peak play and tournaments;
6. Day-to-day custodial services and basic maintenance of restaurant, catering and dining facilities;
7. Supplies, food, beverages and materials for the operation of services and programs;
8. Plates, silverware, eating utensils, cooking utensils, pots, pans, glass ware, napkins, condiment containers, warming equipment, and all smallware item(s) required to operate the restaurant and catering business under this Agreement ;
9. All removable small appliances;
10. Point of sale (POS) electronic equipment, including all software and hardware;
11. Cook line equipment including convection oven, salamander, keg system, dishwasher rental, general assorted kitchen ware, assorted shelves, smallwares (as set forth in paragraph 8 herein), assorted equipment (food pro blenders etc.), medium and assorted prep tables.
12. All dining room furnishings, décor, and design service to restaurant over \$40,000.00.

## EXHIBIT 2

City shall provide the following equipment connected with the Rockwind restaurant:

1. Charbroiler;
2. Griddle (flattop);
3. Fryer;
4. Equipment table;
5. 4 burner stove top;
6. Prep table and freezer;
7. Sandwich table with cooler;
8. Prep Table with drawers;
9. Walk-in cooler;
10. Dish table with sink;
11. Dish table clean side;
12. Dish sink trap;
13. Hand sink (2);
14. Reach-in freezer;
15. Ice unit;
16. Glass cooler;
17. Beer cooler;
18. 3-comp sink (2);
19. \$40,000 toward dining room furnishings, décor, and design service to restaurant.

**EXHIBIT 3**

**Insurance Requirements (Minimum)**

1. Commercial General Liability:
  - \$1,000,000.00 per occurrence
  - \$3,000,000.00 aggregate
  
2. Automobile Liability:
  - \$500,000.00 per accident (PI and PD combined single limit)
  
3. Workers Compensation:
  - Statutory Coverage