

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman
Christopher R. Mills
Patricia A. Taylor
Joseph D. Calderón
Dwayne Penick
Don R. Gerth

Acting City Manager

Manny Gomez

March 16, 2020



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

Monday, March 16, 2020 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the March 2, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Presentation of Plaque to Commissioner Patricia Taylor (*Mayor Sam Cobb*)
3. Recognition of City Employees - Milestone Service Awards for the Month of March, 2020 (*Manny Gomez, Acting City Manager*)
 - ▶ 5 years - Avery Walker, Golf Maintenance
 - ▶ 5 years - Jessica Cervantes, Hobbs Fire Department
 - ▶ 5 years - Nyssa Rodgers, Human Resources Department
 - ▶ 5 years - Emilio Lucero, Traffic Department

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

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

4. Resolution No. 6917 - Approving the Final Plan for Subdivision of the NW 1/4 of Section 34, Township 19 South, Range 37 East, N.M.P.M., in Lea County, New Mexico, Located Southwest of the Intersection of West Monument Road and Cemetery Road *(Kevin Robinson, Planning Department)*
5. Resolution No. 6918 - Approving Recommended Amendments to the City of Hobbs Cemeteries Rules and Regulations as Approved by the Cemetery Board *(Bryan Wagner, Parks and Open Spaces Director)*
6. Resolution No. 6919 - Authorizing an Agreement with the Hobbs Boys and Girls Club and the Department of Finance and Administration for HB2 Legislative Funding for the Hobbs Boys and Girls Club in the Amount of \$50,000 *(Toby Spears, Finance Director)*

DISCUSSION

7. Preview and Unveiling of 2020 Census Television Commercial *(Meghan Mooney, Communications Director)*
8. Presentation of 2019 Annual Report - Recreation Department *(Doug McDaniel, Parks and Recreation Director)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. Resolution No. 6920 - Accepting and Approving the FY 2019 Audit *(Toby Spears, Finance Director; and Farley Vener, CPA, Hinkle + Landers, P.C.)*
10. Resolution No. 6921 - Accepting and Confirming the Certificate of Canvass of the March 3, 2020, Municipal Officer Election for the City of Hobbs *(Jan Fletcher, City Clerk)*

11. Consideration of Approval of a New Mexico State Contract Agreement with Dustrol, Inc., for Hot In Place Recycling of Asphalt Pavement in an Estimated Total Cost of \$767,233.80 (*Shelia Baker, General Services Director*)
12. Consideration of Approval of RFP No. 517-20 for Concession Services at City Athletic and Aquatics Facilities and Recommendation to Accept Proposals from J5 Services, LLC, and Mojo Concessions (*Doug McDaniel, Parks and Recreation Director*)
13. Resolution No. 6922 - Accepting a Contribution of \$25,000.00 to the Eddy-Lea Energy Alliance, LLC, from Lea County (*Mayor Sam Cobb*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:
 - ▶ City Commission Regular Meeting
Monday, April 6, 2020, 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. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: March 13, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of March 2, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

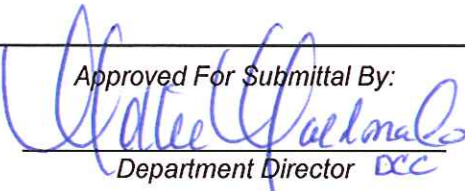
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:


Department Director *KCC*

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, March 2, 2020, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Erik Scramlin, Deputy City Attorney
John Ortolano, Police Chief
Barry Young, Deputy Fire Chief
Max Brown, Battalion Chief
Todd Randall, City Engineer
Kevin Robinson, Development Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Rockwind Community Links Superintendent
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Raymond Bonilla, Community Services Director
Ron Roberts, Information Technology Director
Tim Woomeer, Utilities Director
Shelia Baker, General Services Director
Meghan Mooney, Communications Director
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
20 citizens

Invocation and Pledge of Allegiance

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

Mayor Cobb requested the removal of Agenda Item No. 8 - Resolution No. 6915 - Accepting and Approving the FY 2019 Audit until the next meeting on March 16, 2020. Mr. Farley Vener, CPA for Hinkle + Landers, P.C., was not able to attend tonight's Commission meeting.

Approval of Minutes

Commissioner Taylor moved that the minutes of the regular meeting held on Tuesday, February 18, 2020, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Taylor yes, Newman yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Public Comments

There were no public comments.

Proclamations and Awards of Merit

Proclamation Proclaiming the Month of March, 2020, as "National Nutrition Month"

Mayor Cobb proclaimed the month of March, 2020, as "National Nutrition Month". He read the proclamation and encouraged all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow. Lea Regional Hospital staff accepted the proclamation.

Proclamation Proclaiming March 14, 2020, as "Pi Day"

Mayor Cobb proclaimed March 14, 2020, as "Pi Day". He read the proclamation and urged all citizens to recognize the importance of math and science education programs. The New Mexico Junior College staff accepted the proclamation.

Consent Agenda

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

Resolution No. 6912 - Approving a Grant Application with the Department of Homeland Security Federal Assistance to Firefighter Grant Program for the Hobbs Fire Department

Consideration of Proposal No. 511-20 for Locksmith Services and Recommendation to Reject All Proposals

Resolution No. 6913 - Authorizing the Transfer of Ownership of Hobbs Police Department K-9 "Rico" to Officer Brandon Marinovich

Resolution No. 6914 - Authorizing the Transfer of Ownership of Hobbs Police Department K-9 "King" to Officer Dustin Seay

Mayor Cobb stated the City of Hobbs' retired K-9s are a very important part of the Hobbs Police Department. He wished them a happy retirement.

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

Discussion

There were no discussion items presented to the Commission.

Action Items

PUBLICATION: Proposed Ordinance Amending Chapter 3.20 of the Hobbs Municipal Code Regarding the City of Hobbs' Procurement Policy

Mr. Toby Spears, Finance Director, stated the City of Hobbs is a Home Rule Charter form of government who enacts its own procurement ordinance. The City of Hobbs adopted the current procurement ordinance five years ago. He stated the City needs to update this ordinance to incorporate additionally needed processes and procedures for guidance on procurement. The following is a list of the proposed changes:

- Change thresholds from \$20,000 to \$75,000 on written quotes, Bids, RFP'S, NM GSA, CES, HGAC, Sole Source and Emergency contracts
- Adds an exemption section
- Adds an approval of contract section
- Adds language for trade in's and auction services

Mayor Cobb stated the Department Heads negotiate prices for items being purchased to get the best price for taxpayer dollars.

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

Resolution No. 6916 - Supporting the Proposed Issuance of Multi-Family Housing Revenue Bonds for the Acquisition and Rehabilitation of the Four Seasons Apartments in an Amount Not to Exceed \$9,750,000

Mr. Kevin Robinson, Development Director, stated a request has been submitted to the City of Hobbs by representatives of Huntly Witmer Development LLC, a California Limited Liability Company, for the City to issue Multi-Family Housing Revenue Bonds for the acquisition and rehabilitation of 80 units at the Four Seasons Apartments. He stated the Project Revenue Bonds are a finance tool whereby the project receives funds upfront based on the issuance and sale of the bonds and the project's 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 the issuance of these types of bonds does not affect the municipality's bonding capacity because the income securing the bonds is and will be outside the control of the municipality. All costs associated with this issuance will be paid by the bond proceeds recipient, including fees charged by the Municipality's Bond Counsel. Mr. Robinson stated, 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.

After a short discussion regarding other apartments needing rehabilitation, Commissioner Gerth moved that Resolution No. 6916 be approved as submitted. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderon yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Consideration of Proposal No. 515-20 for HVAC Repairs/Replacement for City of Hobbs Buildings and Recommendation to Accept Proposal from ABSW and A. G. Custom Sheet Metal

Ms. Shelia Baker, General Services Director, stated proposals for HVAC Repairs/Replacements were due by 5:00 p.m. on Tuesday, February 6, 2020. She further stated there are approximately 25 City buildings which may require services including repair and/or replacement of standard freon and/or liquid cooled HVAC systems to include duct work and appropriate HVAC plumbing. She stated two proposals were submitted and evaluated based on specified criteria and it is the desire of the evaluation committee to multi-award the contract to both ABSW and A.G. Custom Sheet Metal, Inc. Ms. Baker stated when an HVAC project is identified, a work order will be created and provided to the contractor. The contractor will provide a time schedule and cost estimate, utilizing the contract rates.

Commissioner Penick moved to approve Proposal No. 515-20 for HVAC Repairs/Replacement for City of Hobbs Buildings and recommended to accept the proposals from ABSW and A. G. Custom Sheet Metal as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Acting City Manager Manny Gomez stated the 2020 Census is currently online and will be mailed on March 12, 2020. He stressed the importance of filling out the Census forms. He also stated the 2020 Census is currently filming commercials in Hobbs.

Ms. Jan Fletcher, City Clerk, stated tomorrow is the City of Hobbs Municipal Election. She stated the voters will be electing City Commissioners from Districts 1, 2 and 3 as well as Mayor and Municipal Judge, at large. Ms. Fletcher also stated there are five Charter amendments on the ballot. She stated the voting locations are as follows: Hobbs Teen Center, Hobbs City Hall Annex, Hobbs Municipal Schools Training Center and the Lea County Event Center. Ms. Fletcher added that Hobbs Express will be offering free rides to the polling locations on Tuesday.

Commissioner Taylor stated the Hobbs Apartments are in horrible condition and need rehabilitation. Commissioner Mills agreed.

Commissioner Mills stated he has been a City Commissioner for two years and has learned so much regarding the City's policies and procedures. He expressed appreciation for learning and working with a great group of City Commissioners.

Commissioner Gerth stated not everything on social media is true and suggested people wait 48 hours before commenting.

Mayor Cobb reminded everyone to get out and vote in tomorrow's City election.

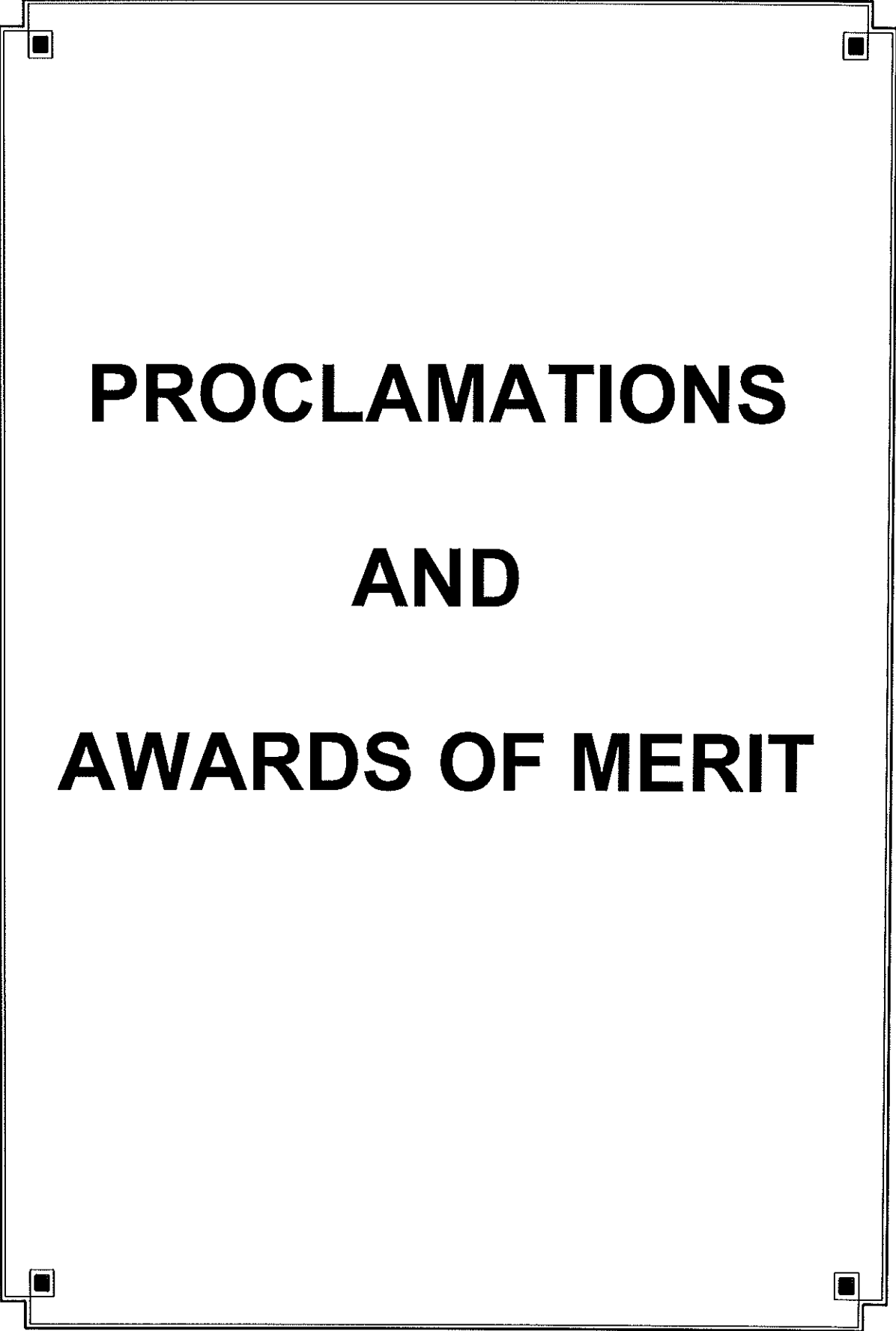
Adjournment

There being no further business or comments, Commissioner Newman moved that the meeting adjourn. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Calderón yes, Penick yes, Gerth yes, Taylor yes, Cobb yes. The motion carried. The meeting adjourned at 6:30 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**PROCLAMATIONS
AND
AWARDS OF MERIT**

March Milestones 2020

5 years

Avery Walker	Golf Maintenance	3/01/2015
Jessica Cervantes	HFD	3/02/2015
Nyssa Rodgers	HR	3/04/2015
Emilio Lucero	Traffic	3/30/2015



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR SUBDIVISION OF THE NW 1/4 OF SECTION 34, T19S, R37E OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: March 9, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Subdivision of the NW 1/4 of Section 34, T19S, R37E of the N.M.P.M. in Lea County, New Mexico is submitted by Craig & Rebecca Hughes. The subdivision is located southwest of the intersection of West Monument Road and Cemetery Road, both County maintained.

Fiscal Impact: Reviewed By: [Signature] Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs; each structure will be served by domestic water wells and private sewer systems.

Attachments: Resolution, Final Plan.

Legal Review: Approved As To Form: [Signature] City Attorney

Recommendation: Consideration to approve the Resolution approving the Subdivision of the NW 1/4 of Section 34, T19S, R37E of the N.M.P.M. in Lea County, New Mexico.

Table with 2 columns: Approval signatures (Department Director, City Manager) and City Clerk's Use Only (Commission Action Taken) with fields for Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.

CITY OF HOBBS

RESOLUTION NO. 6917

A RESOLUTION TO APPROVE THE FINAL PLAN FOR SUBDIVISION OF THE NW ¼ of Section 34, T19S, R37E OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

WHEREAS, Craig & Rebecca Hughes have submitted a Final Plan for Subdivision of the NW ¼ of Section 34, T19S, R37E of the N.M.P.M. in Lea County, New Mexico; and

WHEREAS, Staff has reviewed the Final Plan for Subdivision and found the same fully compliant with MC 16.04; and

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

1. The City of Hobbs hereby grants Final Plan Approval for Subdivision of the NW ¼ of Section 34, T19S, R37E of the N.M.P.M. in Lea County, New Mexico; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2020.

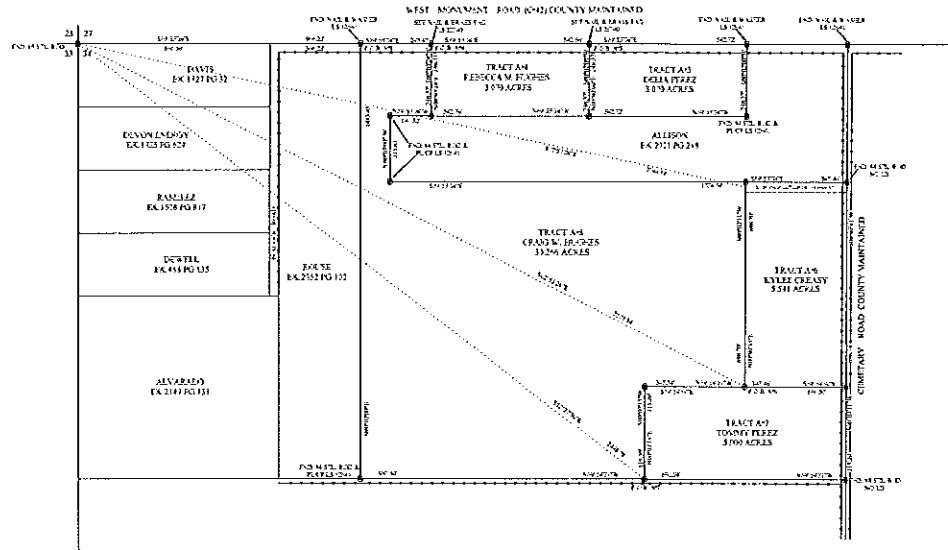
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

FAMILY CLAIM OF EXEMPTION - LEA COUNTY
HUGHES LAND DIVISION
 A SURVEY TO SET OR LOCATE THE PROPERTY CORNERS FOR
 CERTAIN TRACTS OF LAND IN THE NORTHWEST QUARTER (NW¼) OF
 SECTION 34, T19S, R37E OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

VICINITY MAP NOTES										
11	12	7	8	9	10	11	12	7	6	5
14	13	14	17	15	15	14	13	14	17	14
21	14	11	29	31	22	23	24	19	29	21
25	25	33	23	24	27	26	25	23	29	24
35	35	31	32	33	34	35	34	31	32	33
11	12	7	8	9	10	11	12	7	6	5
14	13	14	17	15	15	14	13	14	17	14
21	14	11	29	31	22	23	24	19	29	21
25	25	33	23	24	27	26	25	23	29	24
35	35	31	32	33	34	35	34	31	32	33



DESCRIPTION TRACT A4
 A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER (NW¼) OF SECTION 34, T19S, R37E OF THE N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF THE TRACT BEING DESCRIBED, WHICH POINT BEARS S89°53'17"E, 347.45 FEET FROM THE SW CORNER OF SAID SECTION 34, THENCE S89°53'17"E, 347.45 FEET TO THE SW CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE NE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE SE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 33.24 ACRES MORE OR LESS.

DESCRIPTION TRACT A5
 A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER (NW¼) OF SECTION 34, T19S, R37E OF THE N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE TRACT BEING DESCRIBED, WHICH POINT BEARS S89°53'17"E, 347.45 FEET FROM THE SW CORNER OF SAID SECTION 34, THENCE S89°53'17"E, 347.45 FEET TO THE SW CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE NE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE SE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 5.51 ACRES MORE OR LESS.

DESCRIPTION TRACT A7
 A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER (NW¼) OF SECTION 34, T19S, R37E OF THE N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE TRACT BEING DESCRIBED, WHICH POINT BEARS S89°53'17"E, 347.45 FEET FROM THE SW CORNER OF SAID SECTION 34, THENCE S89°53'17"E, 347.45 FEET TO THE SW CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE NE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE SE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 3.99 ACRES MORE OR LESS.

DESCRIPTION TRACT A7
 A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER (NW¼) OF SECTION 34, T19S, R37E OF THE N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE TRACT BEING DESCRIBED, WHICH POINT BEARS S89°53'17"E, 347.45 FEET FROM THE SW CORNER OF SAID SECTION 34, THENCE S89°53'17"E, 347.45 FEET TO THE SW CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE NE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE SE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 3.99 ACRES MORE OR LESS.

DESCRIPTION TRACT A5
 A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER (NW¼) OF SECTION 34, T19S, R37E OF THE N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE TRACT BEING DESCRIBED, WHICH POINT BEARS S89°53'17"E, 347.45 FEET FROM THE SW CORNER OF SAID SECTION 34, THENCE S89°53'17"E, 347.45 FEET TO THE SW CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE NE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE SE CORNER OF THIS TRACT, THENCE S89°53'17"E, 347.45 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 5.51 ACRES MORE OR LESS.

DESCRIPTION TRACT A5
 A 33.99 FOOT WIDE EGRESS/EGRESS EASEMENT ALONG THE NORTHERN LINE BEING 19.91 FEET ON EACH SIDE OF THE FOLLOWING TRACT TO BE CONTROLLED BY THE CITY OF LEA COUNTY, NEW MEXICO, BEGINNING AT A POINT WHICH BEARS S89°53'17"E, 347.45 FEET FROM THE SW CORNER OF SAID SECTION 34, THENCE S89°53'17"E, 347.45 FEET TO THE POINT OF BEGINNING. THIS EASEMENT WILL PROVIDE ACCESS TO TRACTS A4, A5, & A7.

DESCRIPTION TRACT A5
 SAID TRACT OF LAND BEING SUBDIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER HEREBY SUBMITTED AND ENDORSED ACCORDING TO THE TRACTS AS THEY APPEAR ON THE PLAT HEREBY REFERRED TO.

DESCRIPTION TRACT A5
 IN WITNESS WHEREOF, THE UNDERSIGNED OWNER OF SAID LAND HAS HEREUNTO SET THEIR HAND AND SEAL OF OFFICE ON THE _____ DAY OF _____ 2023.

BY: CRASS W. HUGHES TERRELL CAMERON

CERTIFICATE OF APPROVAL OF EXEMPTION TO SUBDIVISION REGULATIONS BY LEA COUNTY:

PURSUANT TO LEA COUNTY'S 2019 SUBDIVISION REGULATIONS, SECTION 19.10.027, THE DIVISION OF LAND IS TO CREATE A PARCEL TO BE SOLD OR DONATED AS SET TO AN INDIVIDUAL FAMILY MEMBER. HOWEVER, THIS EXEMPTION SHALL BE LIMITED TO ALLOW THE SELLER OR DONOR TO SELL OR GIVE NO MORE THAN ONE PARCEL OF LAND PER FAMILY MEMBER, AND IS APPLICABLE FOR CLAIM OF EXEMPTION ON THIS _____ OF _____ 2023, LEA COUNTY, NEW MEXICO.

BY: COLBY STRIMM
 COUNTY MANAGER/REGISTRAR

ACKNOWLEDGMENT:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2023, BY COLBY STRIMM, COUNTY MANAGER/REGISTRAR.

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2023, BY CRASS W. HUGHES AND TERRELL CAMERON.

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS AND RESOLUTION REVIEWED AND APPROVED ON THE _____ DAY OF _____ 2023 A.D., BY THE CITY PLANNING BOARD OF LEA COUNTY, NEW MEXICO.

CHAIRMAN: WILLIAM HUGHES

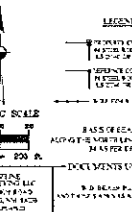
ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2023 A.D., BY WILLIAM HUGHES.

NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF ANORMAL APPROVAL BY RESOLUTION:

LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SECTION 34, T19S, R37E, LEA COUNTY, NEW MEXICO, IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS TO CREATE TRACTS A4, A5, A6, A7 AND A8 AND IS A VALID REPLAT OF TRACT A2 AS APPROVED BY THE COMMISSION OF THE CITY OF LEA BY RESOLUTION NO. _____ ON THE _____ DAY OF _____ 2023 A.D.



CERTIFICATION
 Being Lea County, New Mexico, January 24th, 2023, I, Registrar/Notary Public, do hereby certify that this plat has been approved by the City Planning Board of Lea County, New Mexico, and that the same are true and correct to the best of my knowledge and belief. In witness whereof, I have hereunto set my hand and seal of office on this 24th day of January, 2023.

Colby Strimm
 COUNTY MANAGER/REGISTRAR

PLAT NO. 2023-07
 15-2554



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: Resolution Approving Recommended Amendments to the City of Hobbs Cemeteries Rules and Regulations

DEPT. OF ORIGIN: Parks and Open Spaces
DATE SUBMITTED: March 10, 2020
SUBMITTED BY: Bryan Wagner, Parks and Open Spaces Director

Summary:

Pursuant to NMSA 1978, § 3-40-1, the City of Hobbs may establish, maintain and regulate a municipal cemetery. The City of Hobbs Cemetery Board has met over the span of roughly two (2) years in an effort to formulate proposed amendments to the City of Hobbs Cemeteries Rules and Regulations. The City of Hobbs Cemetery Board met in an open meeting on January 23, 2020 and voted unanimously to propose specific amendments to the City of Hobbs Cemeteries Rules and Regulations.

Fiscal Impact:

There will be no fiscal impact for this measure.

Reviewed By: [Signature]
Finance Department

Attachments:

- Resolution
Draft Minutes from January 23, 2020 meeting
Draft City of Hobbs Cemeteries Rules and Regulations

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approval of the Agreement.

Table with 2 columns: Approval signatures (Approved For Submittal By: Department Director, City Manager) and City Clerk's Use Only (Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.)

CITY OF HOBBS

RESOLUTION NO. 6918

A RESOLUTION APPROVING RECOMMENDED AMENDMENTS TO THE CITY OF
HOBBS CEMETERIES RULES AND REGULATIONS

WHEREAS, pursuant to NMSA 1978, §3-40-1(A), the City of Hobbs may establish, maintain and regulate a municipal cemetery; and

WHEREAS, pursuant to Hobbs Municipal Code Section 2.20.060, the City of Hobbs Cemetery Board shall recommend to the City Commission all necessary rules and regulations governing the use and care of the City cemeteries; and

WHEREAS, the last amendments or changes to the Hobbs Cemeteries Rules and Regulations were adopted in 2016, and the Cemetery Board has undertaken the task of reviewing the same and recommending changes to the City Commission, and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the proposed changes to the Hobbs Cemeteries Rules and Regulations, as proposed by the City of Hobbs Cemetery Board, are accepted and approved as necessary for the use and care of the City cemeteries.

PASSED, ADOPTED AND APPROVED this ____ day of March, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CEMETERY BOARD

January 23, 2020

Minutes of the regular meeting of the Cemetery Board held Thursday, January 23, 2020, at 10:00 am at City Hall, City Commission Chambers, 200 E. Broadway, 1st Floor Annex, Hobbs, NM 88240.

Members present: Sherry Joe Norman, Bonnie Moran, Sue Sedillo, JoAnne Zespy, Cindy Walker, and Clarence Benford.

Members absent: 0

Staff present: Bryan Wagner, Wade Whitehead, Placido Ramirez, Matt Hughes, Efren Cortez, Doug McDaniel, Ben Fuentes, and Monica Mendoza

Guests present: Pastor Terrell Wright

- 1) Call to Order – Ms. Norman called the meeting to order at 10:00 am
- 2) Roll Call
- 3) Oath of Office – Mr. Clarence Benford
- 4) Review of Minutes – Ms. Moran motion for minutes to be approved, Ms. Zespy seconded, all members present voted aye.

5) Action Items -

a) Everglade Cemetery Fence Project –

Mr. Wagner explained Lea County Commissioner Jonathan Sena has monies designated specifically to the fence project. There is a sensitivity time line for the monies as all invoices are due by May 2020 and the Mayor wanted to approve as soon as possible and that was on the agenda this past Commission Meeting. At the last meeting, the Cemetery Board did discuss wrought iron for both Prairie Haven and Memorial Park, but that will cost \$600,000 - \$700,000, money we don't have. We are looking at an alternative material, steel and decorative for both cemeteries. Everglade will be different, it will have a split face, block wall on the North and West side to the pump house. In response to Ms. Moran's inquiry, Mr. Wagner stated there are no pictures, but there can be some by next meeting. In response to Mr. Benford's inquiry, Mr. Wagner stated there will be a new base, the one there is in bad shape. In response to Ms. Norman's inquiry, Mr. Wagner stated yes, you can have a choice and we can have meeting prior if need be. Mr. Wagner suggested when selecting color choices, stick to a lighter color due to sun fading. Ms. Norman inquired about additional land to Everglade Cemetery and the land South. Mr. Wagner stated that there is no more land to be utilized for Everglade Cemetery. Mr. Cortez, stated the historical context from the current Rules & Regulations, if there are any property owners that would want to sell to the City of Hobbs, the City could purchase that property to add to Everglade Cemetery. In response to Mr. Benford's inquiry, Mr. Whitehead stated that pictures can be shared electronically. After discussing a timeline of completion, Everglade Cemetery would be done first for sure due to the sensitivity of Lea County monies, Prairie Haven & Prairie Haven Memorial Cemeteries will be done within a few months. It will be a one big project. In response to Ms. Zespy's inquiry, Mr. Ramirez stated that The Corral Arena fence is not against the property line at Prairie Haven Cemetery, but they do keep up

nice. In response to Ms. Moran's inquiry, Mr. Wagner stated the staff will keep up the area in between the 1' to 2' gap between the Prairie Haven Cemetery and The Corral Arena fences.

b) Amending Cemetery Rules & Regulations –

Mr. Cortez refreshed the Cemetery Board on the note changes for proposed changes. Mr. Cortez stated the reason we didn't take action that date, September 12, 2018, it was on the agenda for discussion, and by the State Open Meetings Act, are not allowed to take action. Also, due to lack of several quorums, we are brought here today to vote on final changes. There are 4 key elements to these changes; what was written into law for the Columbarium, was not the Cemetery Board's intentions of charging a family \$530.00 twice, if the wishes were to place two sets of cremated remains simultaneously in a Niche. A revised Ordinance was passed by the City Commission to reflect if two sets of cremated remains are placed simultaneously, there is one fee of \$530.00. A revised Columbarium Agreement was also updated to reflect the amended Ordinance. Since the adoption of our Municipal Charter, there has been some changes in our codes, 12.32.080, which reflects our City Cemeteries. The next change needs to reflect Everglades Cemetery, it needs to change to Everglade, no "S". Next, florals will remain on burials for 48 hours following the funeral services, then City staff will discard. Next proposed change is under Monuments & Foundations, it is recommended to add, "Temporary markers will be removed by staff when permanent markers are set." Next, purchases of vases, preferably square, will now be changed to "Square based vases attached to foundations used for flowers." Lot decorations limited to live flowers and artificial flowers. We discussed if we over regulate we can run into some issues and if we simplify we will have some uniformity, so it was decided to limit decorations to live and/or artificial flowers only. Discussions took place on no decorations extending past the cement foundations of the graves. We are seeking for the City of Hobbs to control the cement foundations. Any decorations not in compliance are subject to be removed by City Staff. The Columbaria section will reflect the change of the City Commission approval of two sets of cremated remains placed simultaneously, the one fee of \$530.00. In response to Ms. Zespy's inquiry, Monica stated there is no regulation on size of container due to the overall size of Niche itself, just as long as it's under 11" or smaller. Mr. Cortez states, moving to the Monuments & Foundations section, it reads, foundations shall be constructed by a monument company. In the past, we discussed the uniformity and issues with contractors, so with the approval of the Cemetery Board, we will leave it as, "The City of Hobbs will construct the cement foundations". Floral Receptacles section needs to add the language that the requirement is square based, take out miscellaneous articles so that we are consistent to artificial and/live florals only. Mr. Cortez stated adding the same language changes to all cemeteries throughout the new proposed Rules and Regulations. Mr. Cortez explained to the Cemetery Board there are two options: propose new changes and we can make those changes to the document today or we can move forward with the document as is to the City Commission for approval then it would be in full effect by our Parks staff. Ms. Norman stated she is happy with the outcome of the changes and there is clarity now for families that want to bury at the City cemetery. Ms. Norman asked for a motion for approval as written, Ms. Moran moved for approval, Ms. Zespy seconded, all members present voted aye. In response to Ms. Zespy's inquiry, Monica stated the public would be notified, if approved by City Commission, via social media and posted to the City website, new Rules & Regulation Books would be reprinted and mailed to the monument companies, and handed out to City staff and the public. Mr. Cortez thanked the Cemetery Board for their patience and time for awaiting the changes and the board members thanked Mr. Cortez.

6) Cemetery Report –

Mr. Wade Whitehead stated that herbicide applications are nearing completion and though we are shorthanded, there is a priority list and we are getting it done. You will see a variety of colors on the grounds but that is due to spraying. Gophers continue to be a problem, but staff at the Cemetery set traps and like to remove them that way and it tends to be more effective. There has been tree removal and more exciting, tree planting. Five large Red Oaks have been placed. Two were Memorial trees and three were in common areas. Here are some graphics on the Memorial Service attendance. This past year, it was standing room only, it was good weather, it was published on social media through the Parks Facebook and we had a great turn out. Last year was not so great, but we think that was due to print error. Another is quarterly reports on number of burials and lot sales. This is for informational purposes only, and to show consistency throughout the years. The lot sales is also for information purposes as well. We are looking a capacity levels at Prairie Haven Memorial Park at the moment. Engineering would have to come out and assist with staking and opening new sections. Staff is estimating we are at 80 to 85% at capacity right now, we do have property to the North and to the West. Ms. Norman stated we did have our first burial in the newly developed Veteran's Section and complimented the area. In Response to Ms. Zespy's inquiry, Mr. Whitehead stated that yes, when the fencing project is done, Chris Mull, Tree Tech, is currently working on a tree quote for tree screenings for the perimeter of the Cemetery. Mr. Ramirez thanked Mr. Benford and others for the work done towards the dedication at Everglade, it's been a long time coming.

7) Communication from Citizens –

Ms. Moran moved for adjournment, Ms. Zespy seconded, all present voted aye. Meeting adjourned at 10:55am. Next scheduled meeting is March 11, 2020.

Chairperson

Date

COLUMBARIA

A Columbarium is a place for the respectful and usually public storage of cremated remains. The City of Hobbs purchased five columbarium units and they were set in place on May 5, 2014. With approximately 240 niches total, the units are gray granite with black granite doors. Niches are 12 X 12 x 12 in size.

The Columbarium provides an alternative to burying cremated remains, sits front and center at Prairie Haven Memorial Park and also serves as the main focal point as you enter the cemetery. Flower beds, shrubbery, and benches make for a peaceful, garden-like place to sit and visit your loved ones.

Unlike the traditional burial lot, the Columbarium will not be a deeded property. The City of Hobbs will maintain ownership of the Columbarium while granting perpetual, via Columbarium Burial Agreement, use to those who purchase a niche. There will be two sets of cremated remains allowed per niche. The following fee schedule has been approved for the Columbarium:

- \$500.00 + \$30.00 Perpetual Care fee for each set of cremains (limited to two (2) sets of cremains)*
- \$500.00 + \$30.00 Perpetual Care fee (for the second placement of cremated remains)
- \$400.00 placement fee for Saturday and/or City observed Holiday

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*There will be only one \$500.00 placement fee and \$30.00 perpetual care fee if two (2) sets of cremains are placed simultaneously. Additionally, parties will execute one Columbarium Burial Agreement encompassing placement of both sets of cremains.

Just as with a burial lot, payment plans are available for the purchase of a niche. Please feel free to call or make an appointment today to pick out a niche in this new special addition to Prairie Haven Memorial Park.



DRAFT

A monument is a place for
memory. It is a way to honor
the past and to inspire the
future. It is a symbol of
our values and our beliefs.
It is a reminder of the
 sacrifices that have been
made for the good of our
country. It is a source of
pride and inspiration for
all who see it. It is a
testament to the courage
and heroism of those who
have served our country
with honor and distinction.
It is a place where we can
reflect on our own lives
and the lives of others.
It is a place where we can
find meaning and purpose.
It is a place where we can
connect with our history
and our future. It is a
place where we can all
find a sense of belonging
and a shared identity.
It is a place where we can
all find a sense of hope
and a belief in a better
tomorrow. It is a place
where we can all find a
sense of peace and
harmony. It is a place
where we can all find a
sense of unity and
togetherness. It is a place
where we can all find a
sense of purpose and
meaning. It is a place
where we can all find a
sense of hope and a belief
in a better tomorrow.

City of Hobbs
Parks & Recreation Dept.
Cemeteries

General Rules and Regulations

Authority Relating to Cemetery Operations

- The City of Hobbs shall have the right to take any necessary action to maintain a uniform and attractive cemetery per NMSA 1978, § 3-40-1, et seq., Municipal Cemeteries.
- The City retains the right to exercise strict and exclusive supervision, management and control over the care and maintenance of said cemetery and including the land conveyed through deed.
- The City retains and reserves the right to formulate and enforce reasonable and necessary rules and regulations as to maintenance, the employment of a sexton or sextons, and other necessary employees for the care and maintenance of said cemetery and the land conveyed through deed.
- The City retains and reserves the exclusive right to prescribe and enforce reasonable rules and regulations as to landscaping, planting of grass, shrubs and trees, size and height of grave markers and monuments, the locations and spacing of graves, and the manner of burials within said cemetery and within and upon the land conveyed through deed.
- All regulations not specifically set out in these Rules and Regulations regarding the use of and policies regarding the four (4) municipally owned cemeteries shall be at the discretion of the Parks Director, subject to the approval of the City Manager (Section 12.32.080 Hobbs Municipal Code).

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Hours of Operation

- **Business Hours** - Monday through Friday, 8:00 -12:00 & 1:00 - 5:00, accept City-observed holidays.
- **Interment Hours** - 10:00 a.m. through 4:00 p.m.
 - Saturday services require additional fees.
 - No Sunday services - reserved day for visitation only.
 - Holidays - Services shall not be held on:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Veteran's Day
- (e) Thanksgiving Day
- (f) Christmas Day
- Services may be held on other City-observed holidays that shall be considered exempt holidays and will require additional fees.

- **Visitation Hours** - Winter 8 a.m. - 5 p.m. (November 1 – March 31), Summer (April 1 - October 31) 8 a.m. - 7 p.m.

City Responsibilities

- Show property for sale.
- Determine/approve time of service.
- Prepare and cover interment site with earth. (Funeral homes are responsible for securing set-up for funeral services.)
- Maintain grounds.

Cemetery Property - Acquisition

- Interment lots are available at Prairie Haven and Prairie Haven Memorial Park Cemeteries. Limited interment lots are available at Prairie Haven Cemetery in the Veteran and Infant Sections only. No sales shall occur for Boone or Everglade. The City of Hobbs will make every effort to honor presented deeds for Boone or Everglade. The City of Hobbs reserves the right to offer property in Prairie Haven Cemetery or Prairie Haven Memorial Park in exchange for presented legal deeds for those cemeteries of limited and inaccurate records.
- It shall be recognized that the sale of lots is primarily for burial purposes. Lots will not be sold for the burial of pets or establishing a monument to express or advertise an individual or group's opinion, stance, view point, or platform.
- **Lot Selection Procedure** - Individuals seeking to purchase lots for either immediate interment or "pre-need" shall contact the Parks Superintendent or designated cemetery staff during normal business hours. Emergency lot selection may be made on Saturdays or exempt holidays upon notification and arrangements made by a verifiable Funeral Director. Cemetery staff will direct individuals to allow viewing of open sections. Upon selection of lot(s), verification of availability must be made by cemetery staff through the City Clerk.

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- **Payment Procedures** - Fee payments may be made to the City Clerk at City Hall, 200 E. Broadway, or to Cemetery staff at Prairie Haven Memorial Park Cemetery. Accounts receivable contracts may be established by the City Clerk or Cemetery staff to purchase pre-need lots by means of a monthly payment schedule. A minimum deposit of 25% per lot is required. The remaining balance may be paid out over six (6) months from the contract date in equal monthly installment amounts. No deeds will be issued or interments performed until total purchase price is paid.
- **Repurchase** - The City of Hobbs will repurchase property from the lot owners for the original purchase price less a \$10 documentation and filing fee. Lot owners must submit the original deed or accurate documentation establishing ownership to the City Clerk prior to processing of refund. Deeds are non-transferrable.

Interment Procedures

- Scheduling shall be made by the Funeral Director during business hours with a minimum 24 hour notice.
- Interment times must be verified by the Funeral Director with cemetery staff prior to final arrangement with the family.
- Processional police escort scheduling is the responsibility of the Funeral Director.
- Casket liners or vaults are required for interment at all City cemeteries and shall be placed by personnel contracted by the funeral homes. In emergency situations and at the discretion of the Parks Superintendent, assistance may be provided in the placement and handling of casket liners and vaults.
- All casket liners or vaults must be specifically designed and manufactured for the burial industry. Specifications of the construction of any liner or vault used in City of Hobbs cemeteries are subject to the approval of the Parks Superintendent.
- Closing procedure of the interment site will not begin until the public has departed the immediate area.
- City personnel have the authority to require that all bystanders vacate the immediate area before beginning the closing process due to safety and liability concerns.
- No vehicular traffic allowed on any cemetery property other than specified roadways.
- Cemetery staff will provide any and all planting and maintenance of vegetation on cemetery grounds unless otherwise appropriately approved by the Parks Superintendent.
- Florals set on new burials will remain for at least 48 hours following the

funeral service, at which time City staff may discard.

Disinterment Procedures

- All disinterments must be scheduled through a licensed Funeral Director.
- All disinterment scheduling is subject to other scheduling and must be flexible. All scheduling will be handled with office personnel.
- Funeral Directors must acquire a permit for disinterment and re-interment as issued by the state registrar, if required, and verified by cemetery staff.
- The City cannot be liable for the condition of remains or the methods by which they are retrieved. Cemetery employees are not to come in contact with the deceased in any matter. Cemetery employees are to unearth the ground and pull up casket and/or vault only. Employees may help put remaining casket and/or vault on a trailer for hauling purposes only.
- Funeral Directors shall be present at disinterment's and are responsible for the removal of all remains (casket, vault, and deceased).

Monuments and Foundations

- The City of Hobbs shall designate basic specifications of monuments according to the location of lot(s). See sections on each particular cemetery for direct specifications.
- Monuments cannot be placed on lots until lots are paid for in full.
- Cleaning, repair, and other care are the responsibility of the relations of the deceased. Cemetery staff will not provide maintenance to monuments.
- The City of Hobbs reserves the right to temporarily move any monument in order to meet interment responsibilities or to permanently move any monument that is encroaching on other property, set without issuance of a permit or fails to conform to specifications herein established.
- Monument Permit Fees - All monument permit fees must be paid prior to the beginning of any work to set a monument.
 - Permits are obtained from the Cemetery Secretary or Superintendent.
 - All applicable entities to perform any work relating to monuments or foundations must sign in at the Chapel Office with either the Cemetery Secretary or Superintendent before the commencement of any work.
- Monuments must be set during normal business hours, Monday through Friday, with permits verified by cemetery staff.

- All monuments must have concrete foundations that conform to the size specifications of the particular location at which they will be set.
- Temporary markers will be removed and discarded by staff when permanent markers are set.
- A final inspection by the Parks Superintendent or authorized staff will be conducted prior to approval and issuance of permits.
- Square based vases, attached to foundations, shall be used for the placement of flowers.
- Lot decorations are limited to artificial or live flowers.
- Lot decorations shall not extend outside the cement foundation of the lot.
- Any decorations not in compliance herein shall be subject to removal by City staff.
- The City of Hobbs is not responsible for any damages that may occur to any monument from vandals, the elements, or other causes beyond its control.
- Foot stones, curbs, ledger, copings, or any other form of barrier or property edging is prohibited.

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PRAIRIE HAVEN

MEMORIAL PARK

CEMETERY

PRAIRIE HAVEN MEMORIAL PARK

- **General** - Prairie Haven Memorial Park was designed and is operated under alternative concepts. In attempts to meet community need for the next half century, the decision to be progressive in design and service was agreed upon by the governing body of the City in 1988. The facility opened in November of 1990.

The concept and philosophy is park-like in nature requiring predominantly low profile headstones, limited roadways and vehicular traffic, thereby lending to a more tranquil and peaceful atmosphere for both interment and visitation.

- **Chapel** - Prairie Haven Memorial Park is designed to offer one centralized location for burial ceremonies as an alternative to traditional church or funeral home chapel services. A beautiful and comfortable chapel is offered, at no charge, for any ceremony associated with interment within 30 days from date of services held in the Chapel at Prairie Haven Memorial Park and Prairie Haven Cemetery. The Chapel comfortably seats 100 and offers an electric organ, lectern, and spacious viewing area. The facility also offers a private family waiting room. The sound of running and splashing water has long been recognized for its soothing and serene effect. This atmosphere was developed around the Chapel area to attract and comfort individuals. We encourage those attending services or visiting to walk around the waterscape and enjoy its tranquility. A chapel usage fee of \$50 per hour will apply to non-interment ceremonies upon approval of Parks Superintendent
- **Grave side Services** - Holding of interment ceremonies at the burial site is discouraged. In keeping with the philosophy of Prairie Haven Memorial Park, access to the grave sites by vehicle is limited. Many burial sites are great distances from available parking. Ceremonies should be held at the Chapel in keeping with designed parking availability, safe public access, and comfortable accommodations. For these reasons, the City of Hobbs will not erect a tent for grave side services at Prairie Haven Memorial Park. Tents and chairs for grave side services must be coordinated through a funeral home.
- **Lot Availability** - Prairie Haven Memorial Park is divided into seven specific burials sections: 1) flat markers, 2) upright markers, 3) family estates, 4) veterans, 5) infants, 6) cremains, and 7) mausoleums. Lots are available in open rows of each section. Rows will be made available for sale according to need and capacities in order to maintain a more uniform development over the next half century.

- **Lot Size**

- Adult Lots - 5' x 12'
- Infant Lots - 3' x 6'
- Cremains - 3' x 6'

- **Monuments & Foundations**

- Monuments may only be installed by a recognized monument company actively participating in the monument sales and installation industry.
- Monuments must be of a granite or marble material (exceptions being flat Veteran's bronze markers).
- Low profile markers must not be higher than 8" from the concrete foundation at its highest point, must not exceed 16" in width at the base, must not exceed 48" for a single lot or 108" for a double lot (inclusive of vases) in length, and must be centered on the foundation.
- Upright markers must not be higher than 52", must not exceed 16" in width at the base, must not exceed 48" for a single lot or 108" for a double lot (inclusive of vases) in length, and must be centered on the foundation.
- Foundations shall be 24" in width and shall extend the length of the west end of the lot.
- All foundations must be of smooth finish and natural concrete color.
- Foundations shall be constructed by the City of Hobbs.
- No monument shall be submerged in wet concrete during placement (except Veteran Administration issue).

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- **Floral Receptacles**

- Flower receptacles shall be square based in low profile marker sections must be no taller than 15" from the foundation and be of a marble, granite or bronze material.
- Flower receptacles shall be attached to the concrete foundations.
- No plastic, wood, concrete, metal, or other material will be allowed as floral receptacles or decorations exception being ground level/reversible metal vases manufactured specifically for ground level placement.
- No flowers shall be placed in maintenance lines, all flowers must be placed in acceptable receptacles.
- Any flowers placed outside of the foundation areas will be removed immediately.

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- **Tree Planting**

- Lots may be purchased for planting trees if maintenance is not hindered and tree planting policies are adhered to.

- Tree lot prices are the same price as regular burial lots.
- In addition to designated areas for lot sales, areas have been set aside for memorial tree planting.
- Prior to any planting, prior approval must be given by Parks Superintendent.
- In order for a memorial tree to be placed in a burial section, a minimum of 4 lots must be purchased.
- The 4 lots must adjoin each other in an appropriate fashion to allow proper rooting and canopy development in relation to other lots and trees.
- Once a deed has been issued designating lots as tree lots, they shall remain as that.
- Questions regarding tree placement should be addressed to the Parks Superintendent.

- **Benches**
 - In order to maintain the integrity of the low profile sections, benches are not allowed unless placed on property purchased for tree planting.
 - Benches are allowed in the upright monument section, providing they do not encroach upon designated burial lots.
 - Any benches placed in designated tree planting areas must be of a marble or granite material.
 - Benches placed in a designated tree planting area must be no larger than 48" long, 16" wide, 20" tall, and must be centered on foundation.

- **Chapel Services**
 - Interment ceremonies held at the Chapel include casket and floral transport to the burial location by cemetery staff.

- **Casket Transport**
 - Due to the occasional difficulties and the length of travel often necessary to transport a casket from the roadway to a grave site at Prairie Haven Memorial Park, the City of Hobbs makes available a casket carrier vehicle. Hearse or other vehicular traffic is not permitted off roadways.
 - The casket carrier is an electrical cart specifically designed to transport caskets in a safe, secure, and dignified manner.
 - The following rules and regulations are established regarding usage of the casket carrier and transporting the casket:
 - a. The casket carrier will be used at Prairie Haven Memorial Park only.
 - b. Use of the casket carrier for any service must be requested through the Parks Superintendent or authorized staff by the Funeral Director.
 - c. City staff and funeral home representatives are the only authorized

- operators.
- d. Operators will secure the casket for transport.
 - e. Pallbearers shall place casket on carrier for transport and remove casket to grave after transport.
 - f. The casket carrier should be placed no closer than 10' from the hearse to allow for proper placement of the casket.
 - g. Pallbearers should walk directly behind the carrier to the interment location.
 - h. The Parks Superintendent has the authority to make field decisions concerning appropriate use of the casket carrier

**PRAIRIE HAVEN
CEMETERY**

**EVERGLADE
CEMETERY**

BOONE CEMETERY

PRAIRIE HAVEN CEMETERY

- **General** - Prairie Haven Cemetery offers very limited available lots in the Veteran and Infant Sections only. Verification of available lots should be made through the cemetery staff.
- **Monuments and Foundations**
 - **Upright** - permitted in all sections except Section 16. Maximum size for upright monuments in sections 18 through 21 at Prairie Haven Cemetery is 16" wide by 42" long, and 52" high from foundation. Sections 1 through 15 shall be 16" wide by 48" long and 52" high from the foundation.
 - **Flat** - A maximum height of 8" from ground level is necessary to allow for appropriate maintenance.
 - **Foundations** - Sections 1 through 15 require foundations of 2' width and 5' length (with the exception of Section 8). Sections 18 through 21 require foundations of 2' wide and 4' in length. Foundation should be flush or level with the existing ground and have a smooth finish of natural concrete color.

• Floral Receptacles

- Flower receptacles shall be square based in low profile marker sections must be no taller than 15" from the foundation and be of a marble, granite or bronze material.
- Flower receptacles shall be attached to the concrete foundations.
- No plastic, wood, concrete, metal, or other material will be allowed as floral receptacles or decorations exception being ground level/reversible metal vases manufactured specifically for ground level placement.
- No flowers shall be placed in maintenance lines, all flowers must be placed in acceptable receptacles.
- Any flowers placed outside of the foundation areas will be removed immediately.

EVERGLADE AND BOONE CEMETERIES

- **General** - Records of burials and lot ownership for both cemeteries are limited. Grounds maintenance is the only service offered at these cemeteries.
- No lot sales.
- Verifiable deeds may be exchanged for lots in Prairie Haven Memorial Park or Prairie Haven Cemetery.

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- All decorations must be placed on the monument or on the concrete with the monument and should be set as to avoid encroachment of decorations on to another property.[]
- Any decoration may be removed at any time if deemed to impede maintenance or interment.[]
- Any decoration may be removed at any time if deemed inappropriate or a distraction from the uniformity and attractiveness of any cemetery.[]

INDIGENT BURIAL

POLICIES

INDIGENT BURIAL POLICY

- The City of Hobbs will properly inter the body of a deceased individual deemed to be indigent by the Board of County Commissioners.
 - Indigent is defined as an individual lacking any visible estate out of which to defray the cost of burial and when no relative or friend of such deceased will undertake their burial.
 - It is the responsibility of the Funeral Director to make such determinations and properly inform the Board of County Commissioners.
 - The City of Hobbs will adhere to NMSA 1978, § 24-13-1, et seq. in reference to any indigent burial.

- Request for indigent burial must be made through completion and submittal of a "Statement of Indigency and Promise to Pay" form. This form should be completed by a relative, friend, or Funeral Director and submitted to the Cemetery Office for approval and filing with the City Clerk.

- Cemetery and plot offered for burial of indigents.
 - The northwest corner of property owned and operated by the City of Hobbs as Prairie Haven Memorial Park shall serve as the indigent burial area.
 - The City shall designate the specific plot for burial.
 - The plot offered for burial shall be owned by the City and will not be offered for sale at any time.
 - The indigent burial area is specifically designed to be a lower maintenance area.

- Monument Regulations - The City of Hobbs recognizes the need for permanent identification of burials. Therefore, the City will allow markers meeting the following regulations:
 - Flat markers only - Markers must be ground level, enabling mowing equipment to pass over the surface without damage.
 - Markers must be no larger than 12" x 12". Veteran's markers will be the only exceptions.
 - Temporary markers provided by funeral homes are permitted.
 - Wooden, plastic, ceramic, or other nonpermanent markers are not permitted.
 - Permits and proper inspections concerning markers are required.
 - Concrete foundations are required below ground level.
 - Vases or other objects protruding from a marker are not acceptable and will be removed by maintenance crews.

- All policies, rules, and regulations governing the burial of indigents will be developed and implemented through the City of Hobbs Parks & Recreation Department based on NMSA 1978, § 24-13-1, et seq. with advisement from the City of Hobbs Cemetery Board.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16th, 2020

SUBJECT: Resolution authorizing a contract and an HB 2 legislative appropriation to the Boys and Girls Club for a youth mentoring program, including pre-kindergarten

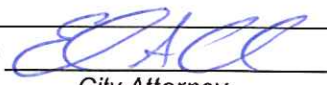
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: March 10th, 2020
SUBMITTED BY: Toby Spears, CPA, CFE - Finance Director

The City of Hobbs received a House Bill 2 Junior Appropriation in the amount of \$50,000 for a youth mentoring program including a pre-kindergarten program. These funds will pass thru to the Boys and Girls Club based on the terms of the contract. (see attached) The term of the legislative appropriation is July 1, 2019 thru June 30, 2020.



Fiscal Impact: _____ **Reviewed By:**  _____
Finance Department

The legislative revenue appropriation is budgeted in the amount of \$50,000 and the offsetting \$50,000 expense to the Boys and Girls Club is also budgeted.

- Attachments:**
Certification of HB2 Appropriation
HB2 Request Reimbursement Form (Exhibit A)
HB2 Final Report Form (Exhibit B)
Contract with the Boys and Girls Club
Resolution

Legal Review: _____ **Approved As To Form:**  _____
City Attorney

Recommendation:
To be determined by City Commission.

<p>Approved For Submittal By:</p>  Department Director	<p>CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN</p>	
	Resolution No. _____	Continued To: _____
 City Manager	Ordinance No. _____	Referred To: _____
	Approved _____	Denied _____
	Other _____	File No. _____

CITY OF HOBBS

RESOLUTION NO. 6919

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE HOBBS BOYS AND GIRLS CLUB AND THE DEPARTMENT OF FINANCE AND ADMINISTRATION HB2 LEGISLATIVE APPROPRIATION

WHEREAS, the Department of Finance and Administration HB2 legislative appropriation desires to provide funding to the City of Hobbs for Pre-Kindergarten services to be provided through the Hobbs Boys and Girls Club; and

WHEREAS, the City desires to enter into an Agreement with the Department of Finance and Administration HB2 legislative appropriation and said services shall be provided through the Hobbs Boys and Girls Club; and

WHEREAS, the City shall pay the Hobbs Boys and Girls Club the amount of funding it receives from the Department of Finance and Administration HB2 legislative appropriation ; and

WHEREAS, Hobbs Boys and Girls Club will execute a Professional Services Agreement obligating itself to all the terms and conditions as set forth in the Agreement between the Department of Finance and Administration HB2 legislative appropriation and the City.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute the attached Agreement with the Hobbs Boys and Girls Club and the Department of Finance and Administration HB2 legislative appropriation.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGENCY: Department of Finance and Administration

APPROPRIATION RECIPIENT:

City of Hobbs

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
ZD9224	\$50,000	June 30 th , 2020

APPROPRIATION LANGUAGE

Fifty thousand dollars (\$50,000) for a youth mentoring program, including a pre-kindergarten program, in Hobbs. Grant funds unexpended by June 30th, 2020 will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 17th, 2020. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that City of Hobbs

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance and Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number ZD9224 in the amount of \$50,000.

Donnie Quintana
Director, Local Government Division
Department of Finance and Administration

Date

STATE OF NEW MEXICO
House Bill 2 Junior Appropriation
Request for Payment Form
Exhibit A

I. Appropriation Recipient Information

(Make sure information is complete & accurate)

- A. Appropriation Recipient: _____
- B. Address: _____
(Complete Mailing, including State, if applicable)

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

II. Payment Computation

- A. Payment Request No. _____
- B. Appropriation Amount: _____
- C. Funds Requested to Date: _____
- D. Amount Requested this Payment: _____
- E. Reversion Amount (If Applicable): _____
- F. Appropriation Balance: _____
- G. Final Request for Payment (if Applicable)
- H. Final Report Included (if Applicable)

III. Fiscal Year : _____ **2020 (July 1, 2019 - June 30, 2020)** _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

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

Appropriation Recipient Fiscal Officer
 or Fiscal Agent (if applicable)

Appropriation Recipient Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

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

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

 Division Fiscal Officer Date

 Division Appropriation Manager Date

STATE OF NEW MEXICO
House Bill 2 Junior Appropriation
Final Report Form
Exhibit B

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Personnel Expenses	
Other Operating Expenses	
Capital Expenses	
Other	
Total Amount of Appropriation Funds Expended	

Narrative <i>Describe the outcomes, results, benefit, and or uses of the appropriation funds</i>

CITY OF HOBBS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF HOBBS**, hereinafter referred to as the “City,” and **Boys and Girls Club of Hobbs**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

1. Implement programming to provide a youth mentoring program, including a pre-kindergarten program, in Hobbs, New Mexico.
2. Collaborate with community partners to identify participants and to build community supports around youth mentoring and program development.
3. Identify at potential participants, through school officials and program partners, who are culturally underrepresented population i.e. Hispanic, Native American, African American, youth in foster care or adjudication system, and other vulnerable youth population.
4. Provide required monthly data reports. Such reports shall accompany monthly invoices. Data reports shall use forms provided and required by the City. These forms may be revised as needed by the City. Information to be reported monthly shall include, but not limited to:
 - a. Invoice with original signature of authorized requestor (hard-copy);
 - b. Monthly Performance Progress Report to include major activities and accomplishments;
 - c. Sign-in sheet for each session; and
5. Submit invoices and reports for each month of service by the 15th day of the following month. Invoices not received by the City by this date may not be processed until the following month. Any invoices not submitted monthly according to this timeline may not be paid.
6. Provide the City with current and working contact information of all staff involved in the program, to include business phone, email address, and mailing address.
7. Provide monthly updates of proposed changes made to the project to include: location, new staff and changes to curriculum. These changes are subject to the approval of the City.
8. Submit additional reports by specified deadlines as requested by the City.

9. Submit any agreements or subcontracts using funding to the City for review and assurance of compliance with funding regulations.
10. Assure no funds or resources are used for endorsement of candidates or other political purposes.
11. Obtain and maintain current written agreement of participation with all program sites at which services will be provided through June 30, 2020, regarding implementation of program activities. Provide copy of this signed contract to the City prior to the program start date.

General Provisions

12. Performance may be monitored and evaluated by periodic on-site work reviews, review of annual data reports, review of monthly documentation requirements, and scheduled consultations with the City.

2. Compensation.

A. City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables in FY20, such compensation not to exceed \$50,000.00, including gross receipts tax if applicable. **The total amount payable to the Contractor under this agreement shall not exceed \$50,000.00 and shall be strictly subject to paragraph 5 (Appropriations) below.**

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment outlined herein is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and oversight by the New Mexico Department of Finance and Administration. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered or within fifteen (15) days after the last day of the month in which services were performed; or, for deliverable based agreements, unless submitted within fifteen (15) days after the last day of the month during which a deliverable was completed. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. For deliverable based agreements, payment shall be made upon acceptance of each completed deliverable and upon the receipt and acceptance of a detailed, certified payment Invoice. The Contractor shall submit to the City at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month; or for deliverable based agreements, at the close of each month during which a deliverable was completed a signed invoice reflecting the total allowable costs incurred during completion of the

deliverable. The parties explicitly agree that the latest date the Contractor may submit a request for payment is July 17, 2020.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This agreement shall terminate on **June 30, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no agreement term for a professional services agreement, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The City may terminate this agreement for convenience or cause. The Contractor may only terminate this agreement based upon the City's uncured, material breach of this agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this agreement, the Contractor is suspended or debarred by the State; or (iii) the agreement is terminated pursuant to Paragraph 5, "Appropriations", of this agreement.

C. Liability. Except as otherwise expressly allowed or provided under this agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this agreement. The Contractor shall submit an invoice for such work within

thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the City or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this agreement. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the City may temporarily extend the term, enter into a new short term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the City: (a) a complete detailed inventory of nonexpendable City property or equipment provided to or purchased by the Contractor with agreement funds, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records.

5. Appropriations.

The parties understand the funds utilized for this agreement were obtained by legislative act (HB 2 Junior) passed and adopted during the 2019 New Mexico Legislative Session (appropriation number ZD9224). The terms of this agreement are contingent upon sufficient funds appropriated, allocated, and authorized by the Legislature of the State of New Mexico and/or by the federal government for the performance of this agreement. If sufficient appropriations, allocations and authorizations are not made by the Legislature of the State of New Mexico and/or if the federal government makes insufficient allocations, necessitating a decrease in the amount of agreement funds available for expenditure by the City, this agreement may be terminated or amended to a lower amount of funds upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding on the Contractor. If the City proposes an amendment to the agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. Appropriation funds unexpended by June 30, 2020 will be reverted to the State of New Mexico's general fund.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. Contractor, its agents and employees shall not be entitled to any of the benefits afforded employees of the City including but not limited to accruing leave, retirement, insurance, bonding,

use of city property or city vehicles, or any other consideration not specified in this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor agrees not to purport to bind the City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.

10. Confidentiality.

Any confidential information and records provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City, or the express written authorization of the client when the record is a client record. This provision shall be interpreted in accordance with the Inspection of Public Records Act (NMSA 1978, §14-2-1, et seq.).

11. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this agreement shall become the property of the City of Hobbs and shall be delivered to the City no later than the termination date of this agreement. Nothing developed or produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the City, except to fulfill the provisions of the Scope of Work under this agreement.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this agreement, will continue to comply with, and that this agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this agreement;

4) this agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this agreement is not a sole source or small purchase agreement, and this agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this agreement or any procurement related to this agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the agreement to the contrary, the City may immediately terminate the agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in City policy, this agreement shall be amended to comport with current policy, rules, regulations, and law.

B. If the City proposes an amendment to the agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This 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 written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. This provision shall apply only to any agreements between the parties resulting from appropriations by the Legislature of the State of New Mexico for the implementation of a youth mentoring program. Any other agreements between the parties shall be read and interpreted individually.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin,

ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If Contractor is found not to be in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico, specifically the Fifth Judicial District Court in Lovington, NM, over any and all lawsuits arising under or out of any term of this agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this agreement may be terminated by the City.

19. Records and Financial Audit.

- A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the City to recover excessive or illegal payments.
- B. The Contractor receiving state or federal funds from the City shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.
- C. If the Contractor receives more than \$750,000 in federal funding, or more than \$750,000 from the City, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.
- D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the City upon request.

- E. Applicable annual financial reports shall be submitted to the City no later than six months following the close of the Contractor's fiscal year.
- F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

City of Hobbs
Finance Department
200 E. Broadway
Hobbs, New Mexico 88240

- G. The City may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the City's City Attorney and the Risk Management Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all agreements between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Invalid Term or Condition.

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City of Hobbs – Finance Department
200 E. Broadway
Hobbs, NM 88240

To the Contractor:
Boys and Girls Club of Hobbs
301 E. Broadway
Hobbs, NM 88240

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding agreement.

26. Licensure.

The Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the City. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the City if requested in writing.

27. Liability Insurance.

The Contractor shall maintain professional or general liability insurance, as applicable, for all services provided under this agreement and Contractor shall supply evidence of such coverage upon the City's request. The policies contemplated herein shall be primary.

28. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist

or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, 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. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

D. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

- i. CFDA Number – N/A
- ii. Program Title – N/A
- iii. AGENCY/OFFICE – N/A
- iv. GRANT NUMBER – N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is – N/A

E. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].

1. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

2. The Contractor shall inform its employees in writing, in the predominant

language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

F. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding City and the Regional Office of the Environmental Protection Agency (EPA).

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

H. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. Governing Bodies.

The parties agree that if the Contractor has one or more Governing Bodies, the Governing Bodies of the Contractor shall have the right and responsibility to establish policy for the Contractor, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent, or agents. By such delegation, employees and/or agents of the Contractor must conduct the operation of the Contractor consistent with the policies and procedures approved by the Governing Bodies.

30. Property.

A. Title to all property furnished by the City shall remain in the City. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for

the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the City unless City explicitly disclaims ownership of the same through affirmative act or acts that would otherwise constitute abandonment.

B. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of City property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to City property during the period of this agreement, it shall use the proceeds to repair or replace the City property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ of _____, 2020.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

BOYS AND GIRLS CLUB OF HOBBS

By: _____
Executive Director

By: _____
Board President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: Resolution accepting and approving the FY2019 Audit.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 03/11/2020
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The City of Hobbs is required by statute to contract with an independent auditor to perform the required annual audit. The audit has been completed by Hinkle + Landers, PC and the NM Office of the State Auditor has authorized the release of this audit per their release letter dated February 18, 2020.

Per NMAC 2.2.2.10 (M) (4), once the report is released and a 5 day waiting period has passed, the audit shall be presented by the independent audit firm to a quorum of the governing authority at a meeting held in accordance with the Open Meetings Act.

This resolution is seeking acceptance and approval of the completed FY19 audit report and findings.

Fiscal Impact:

No fiscal impact.

Reviewed By: _____

Finance Department

Attachments: Resolution

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approval of resolution.

Approved For Submittal By:

Department Director
City Manager

CITY CLERK-S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6920

RESOLUTION OF ACCEPTANCE AND APPROVAL OF THE FY19 AUDIT

WHEREAS, the City of Hobbs is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2019; and,

WHEREAS, the City of Hobbs has directed the accomplishment of the audit for FY19 be completed; and,

WHEREAS, this audit has been completed and presented to the Hobbs City Commission per the February 18, 2020 Letter from the State Auditor authorizing release of the FY19 audit.

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;” and,

NOW THEREFORE, BE IT RESOLVED, that the Hobbs City Commission does hereby accept and approve the completed audit report and findings as indicated within this document.

ACCEPTED AND APPROVED this 16th day of **March, 2020**, in regular session by the Hobbs City Commission, at Hobbs, Lea County, New Mexico.

SAM D. COBB, Mayor

MARSHALL NEWMAN, Commissioner

CHRISTOPHER MILLS, Commissioner

PATRICIA TAYLOR, Commissioner

JOSEPH D. CALDERÓN, Commissioner

DWAYNE PENICK, Commissioner

DON R. GERTH, Commissioner

ATTEST BY:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: Resolution Accepting and Certifying the Canvass of the March 3, 2020, Municipal Officer Election for the City of Hobbs

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

Summary:

Pursuant to §1-13-1 through §1-13-24, NMSA, 1978, the Board of County Commissioners is designated as the Canvassing Board to certify the canvass of the March 3, 2020, Municipal Officer Election for the City of Hobbs. The County Canvassing Board approved the canvass of the election returns as correct in an open meeting in Lovington, New Mexico, on March 12, 2020. The Hobbs City Commission should confirm and accept the County Canvassing Board's Certificate of Canvass of the election.

Certificates of Election will be issued by the Secretary of State's Office and mailed to the newly-elected officials.

Fiscal Impact:


Reviewed By: 
Finance Department

The total cost of the election is not yet complete.

Attachments:

1. Certificate of Canvass - Lea County Commission
2. Resolution Confirming the Certificate of Canvass
3. Election Summary Reports

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the Resolution; Second; Vote.

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. 6921

A RESOLUTION CONFIRMING THE CERTIFICATE OF CANVASS
OF THE MUNICIPAL OFFICER ELECTION HELD
MARCH 3, 2020, IN THE CITY OF HOBBS, NEW MEXICO.

WHEREAS, in accordance with the laws of the State of New Mexico, the Municipal Officer Election of the City of Hobbs, New Mexico, was duly and lawfully held on the 3rd day of March, 2020; and

WHEREAS, pursuant to Section 1-13-1, NMSA, 1978, the Lea County Board of County Commissioners, acting as the Lea County Canvassing Board, approved and certified the canvass of results of the March 3, 2020, Municipal Officer Election as shown on the attached Resolution, Certificate of Canvass, Canvass Summary Report and Election Summary Report.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Certificate of Canvass of the Municipal Officer Election by the Lea County Canvassing Board be and hereby is ratified and confirmed.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following officials were duly elected by a majority of the voters of the City of Hobbs:

Mayor, at large
Four-Year Term
2020-2024

Samuel D. Cobb

Commissioner, District 1
Four-Year Term
2020-2024

Marshall Richard Newman

Commissioner, District 2
Four-Year Term
2020-2024

Chris R. Mills

Commissioner, District 3
Four-Year Term
2020-2024

Larron B. Fields

Municipal Judge, at large
fulfill remainder of unexpired
term ending in March, 2022

Bobby M. Arther

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the terms of office for the newly-elected officers shall begin on April 1, 2020, pursuant to Section 1-22-3.1 (F), NMSA 1978.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the results of the ballot questions held during the March 3, 2020, Municipal Officer Election are as follows which shall take full force and effect upon passage of this resolution:

Proposition No. 1 (failed)

Shall the City Charter be amended to remove the 180-day residency requirement for candidates as required by the N. M. Constitution?

Yes 393

No 1,758

Proposition No. 2 (passed)

Shall the City Charter be amended to remove the requirement for runoff elections and, thus, the single candidate with the highest number of votes for an office shall be declared the winner?

Yes 1,128

No 1,023

Proposition No. 3 (passed)

Shall the City Charter be amended to add the power to the City Commission to provide advice and consent by resolution regarding the termination of the City Attorney?

Yes 1,412

No 730

Proposition No. 4 (failed)

Shall the City Charter be amended to remove the specific recall provisions for the Mayor and any City Commissioner and provide for recall election as set forth in the Recall Act in the New Mexico State Statutes?

Yes 1,019

No 1,114

Proposition No. 5 (passed)

Shall the City Charter be amended to add a new section providing that wherever the masculine gender is used in the Charter, it shall be construed to include the feminine?

Yes 1,234

No 911

PASSED, ADOPTED AND APPROVED this 16th day of March, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Canvass Summary Report

City of Hobbs – Municipal Officer Election
March 3, 2020

I, Jan Fletcher, City Clerk of the City of Hobbs, New Mexico, do hereby present the following summary of activity for the March 3, 2020, Municipal Officer Election in Hobbs, New Mexico:

- **1,408** votes were cast by voters at the four consolidated voting centers on election day.
- **736** votes were cast in the Early Voting Precinct located at City Hall and at the Alternate Early Voting location at the Lea County Office Complex.
- **54** ballots were counted by tabulator by the Absentee Precinct Board. A total of **61** ballots were issued in the Absentee Precinct; **7** ballots were not returned by 7:00 p.m. on election night for a total of **54** ballots counted by the Board.
- No provisional or conditional ballots were issued during the election.

The total number of votes recorded in the election was **2,198**.

The voter turnout percentage for this election was 12% with a total of 17,988 eligible voters in the City of Hobbs.

Candidate results are as follows:

Mayor, at large

Jeff Lee	975	45.08%
Samuel D. Cobb	1,188	54.92%

Commissioner, District 1

Marshall Richard Newman	549	100.00%
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Commissioner, District 2

Chris R. Mills	348	100.00%
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Commissioner, District 3

Larron B. Fields	109	50.70%
Patricia H. Taylor	106	49.30%

Municipal Judge, at large

Manuel N. Tersero	311	14.55%
Kelly W. Wilson, Jr.	536	25.08%
Bobby M. Arther	1,290	60.37%

Results of ballot questions are as follows:

Proposition No. 1 *(failed)*

Shall the City Charter be amended to remove the 180-day residency requirement for candidates as required by the N. M. Constitution?

Yes	393	18.72%
No	1,758	81.73%

Proposition No. 2 *(passed)*

Shall the City Charter be amended to remove the requirement for runoff elections and, thus, the single candidate with the highest number of votes for an office shall be declared the winner?

Yes	1,128	52.44%
No	1,023	47.56%

Proposition No. 3 *(passed)*

Shall the City Charter be amended to add the power to the City Commission to provide advice and consent by resolution regarding the termination of the City Attorney?

Yes	1,412	65.92%
No	730	34.08%

Proposition No. 4 *(failed)*

Shall the City Charter be amended to remove the specific recall provisions for the Mayor and any City Commissioner and provide for recall election as set forth in the Recall Act in the New Mexico State Statutes?

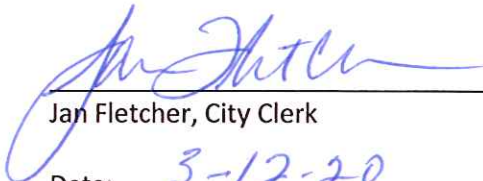
Yes	1,019	47.77%
No	1,114	52.23%

Proposition No. 5 *(passed)*

Shall the City Charter be amended to add a new section providing that wherever the masculine gender is used in the Charter, it shall be construed to include the feminine?

Yes	1,234	57.53%
No	911	42.47%

Respectfully submitted,



Jan Fletcher, City Clerk

Date: 3-12-20




CERTIFICATE OF CANVASS


We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Lea County, State of New Mexico, canvass the Municipal Officer Election of the City of Hobbs held in said county, March 3, 2020, and do hereby certify that the canvass results sent to the Office of Secretary of State is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners on this 12th day of March, 2020.


THE BOARD OF COUNTY COMMISSIONERS:



Rebecca Long (District 2), Chair
Voted: Yes No Abstain



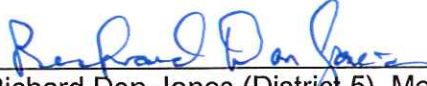
Dean Jackson (District 1), Vice Chair
Voted: Yes No Abstain



Gary G. Eidson (District 3), Member
Voted: Yes No Abstain



Jonathan Sena (District 4), Member
Voted: Yes No Abstain



Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST:



Keith Manes, Lea County Clerk

SEAL



Election Summary Report

General Election

City of Hobbs

March 03, 2020

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Precincts Reported: 0 of 29 (0.00%)

Registered Voters: 2,198 of 0 (N/A)

Ballots Cast: 2,198

MAYOR HOBBS MUNICIPAL DISTRICT (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
JEFF LEE		975
SAMUEL D COBB		1,188
Total Votes		2,163
		Total
Unresolved Write-In		0

COMMISSIONER- DISTRICT 1 HOBBS CITY COUNCIL 1 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total
Times Cast		653 / 0 N/A
Candidate	Party	Total
MARSHALL RICHARD NEWMAN		549
Total Votes		549
		Total
Unresolved Write-In		0

COMMISSIONER- DISTRICT 2 HOBBS CITY COUNCIL 2 (Vote for 1)

Precincts Reported: 0 of 4 (0.00%)

		Total
Times Cast		400 / 0 N/A
Candidate	Party	Total
CHRIS R MILLS		348
Total Votes		348
		Total
Unresolved Write-In		0

COMMISSIONER- DISTRICT 3 HOBBS CITY COUNCIL 3 (Vote for 1)

Precincts Reported: 0 of 6 (0.00%)

		Total
Times Cast		217 / 0 N/A
Candidate	Party	Total
LARRON B FIELDS		109
PATRICIA H TAYLOR		106
Total Votes		215
		Total
Unresolved Write-In		0

MUNICIPAL JUDGE HOBBS MUNICIPAL DISTRICT (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
MANUEL N TERSERO		311
KELLY W WILSON, JR		536
BOBBY M ARTHUR		1,290
Total Votes		2,137
		Total
Unresolved Write-In		0

PROPOSITION NO. 1 (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
YES		393
NO		1,758
Total Votes		2,151
		Total
Unresolved Write-In		0

PROPOSITION NO. 2 (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
YES		1,128
NO		1,023
Total Votes		2,151
		Total
Unresolved Write-In		0

PROPOSITION NO. 3 (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
YES		1,412
NO		730
Total Votes		2,142
		Total
Unresolved Write-In		0

PROPOSITION NO. 4 (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
YES		1,019
NO		1,114
Total Votes		2,133
		Total
Unresolved Write-In		0

PROPOSITION NO. 5 (Vote for 1)

Precincts Reported: 0 of 29 (0.00%)

		Total
Times Cast		2,198 / 0 N/A
Candidate	Party	Total
YES		1,234
NO		911
Total Votes		2,145
		Total
Unresolved Write-In		0

City of Hobbs - Canvass of Returns of Municipal Officer Election - March 3, 2020

Precinct	Ballots Cast	Mayor		Commissioner District 1	Commissioner District 2	Commissioner District 3		Municipal Judge			Proposition No. 1 - Remove the 180-day residency requirement		Proposition No. 2 - Remove the requirement for runoff elections		Proposition No. 3 - Add power to the City Commission regarding the termination of the City Attorney		Proposition No. 4 - Remove the Charter recall provisions and follow State Law		Proposition No. 5 - Add new section providing the masculine gender include the feminine	
		JEFF LEE	SAMUEL D. COBB	MARSHALL RICHARD NEWMAN	CHRIS R. MILLS	LARRON B. FIELDS	PATRICIA H. TAYLOR	MANUEL N. TERSERO	KELLY W. WILSON, JR.	BOBBY M. ARTHER	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
19.151	101	37	62				13	36	50	23	76	49	49	70	29	51	48	53	46	
20.151	15	5	10				2	4	9	4	11	10	5	12	2	7	8	11	4	
22.151	174	63	108				16	25	131	23	149	82	91	122	50	80	91	96	78	
23.151	210	93	116				23	36	146	37	172	114	95	144	65	97	111	133	76	
24.111	134	50	83	115			14	18	98	20	114	62	72	88	46	60	71	79	54	
25.111	164	55	106	136			12	36	112	27	134	70	92	101	61	76	84	98	63	
27.151	5	3	2				1	4	0	0	5	2	3	4	1	3	2	3	2	
28.111	0	0	0	0			0		0	0	0	0	0	0	0	0	0	0	0	
28.114	26	15	11	23			1	5	20	7	17	13	10	13	11	11	13	12	12	
28.151	0	0	0				0	0	0	0	0	0	0	0	0	0	0	0	0	
28.153	9	3	6				1	1	7	1	8	2	7	5	4	5	4	5	4	
28.154	27	14	13				4	6	17	3	23	12	14	18	8	9	18	17	10	
29.111	106	53	52	93			11	23	70	16	90	56	50	68	38	48	58	55	51	
30.151	106	53	52				13	23	69	16	89	62	44	64	41	49	56	50	54	
31.161	53	24	29				15	16	22	9	44	27	26	31	21	24	29	33	19	
32.111	121	54	64	106			8	23	88	16	101	64	54	83	36	64	54	68	51	
33.111	83	42	40	61			8	22	48	20	58	40	37	46	31	39	38	43	33	
33.112	19	10	9	15			2	8	8	4	15	11	8	15	4	6	13	9	10	
34.161	9	4	5				2	6	1	3	6	6	3	7	2	5	4	4	5	
34.162	23	17	5				7	6	10	3	20	11	12	14	8	13	9	12	10	
35.131	2	0	2			2	1	1	0	1	1	1	1	2	0	1	1	1	1	
35.141	9	5	4				4	0	5	6	3	6	3	7	2	6	3	8	1	
35.161	13	5	8				3	6	3	7	6	8	5	9	4	7	6	9	4	
36.141	58	37	21				7	20	30	13	42	38	17	37	17	29	26	33	22	
41.121	142	74	67		128		13	43	84	15	124	67	72	82	58	59	81	76	64	
42.121	91	58	33		80		16	22	51	13	77	46	42	64	26	45	44	45	45	
43.121	71	37	34		59		10	24	36	9	62	38	32	48	23	30	41	43	28	
44.121	96	42	51		81		12	30	51	18	76	50	44	58	33	30	60	51	42	
51.131	23	13	9			18	4	5	11	6	18	8	13	12	8	8	12	10	12	
51.141	21	9	12				6	4	11	6	15	13	8	16	5	15	6	15	6	
52.131	74	25	46			36	37	20	21	30	14	57	42	31	42	29	38	35	34	
53.131	49	13	35			21	28	16	10	14	11	35	24	22	26	19	18	26	18	
53.132	18	6	12			6	12	2	9	7	6	11	9	8	13	4	12	5	13	
54.141	31	13	17				10	5	15	7	22	16	13	20	9	11	17	13	16	
55.141	17	8	9				6	4	5	5	11	10	6	8	7	9	5	12	3	
56.151	0	0	0				0	0	0	0	0	0	0	0	0	0	0	0	0	
58.131	41	10	25			21	20	13	11	10	14	23	22	15	23	13	20	14	13	
59.131	10	4	6			5	5	2	5	3	2	8	6	4	8	2	8	2	8	
61.161	47	21	24				12	12	23	11	35	31	15	32	13	26	19	29	15	
Total	2198	975	1188	549	348	109	106	311	536	1290	393	1758	1128	1023	1412	730	1019	1114	1234	911



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: AUTHORIZE THE USE OF NEW MEXICO STATE CONTRACT AGREEMENT WITH DUSTROL, INC. FOR HOT IN PLACE ASPHALT RECYCLING OF VARIOUS CITY STREETS

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: 3-10-2020
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The NMDOT has a State of New Mexico Purchasing Contract (No. 60-805-16-14088) for Hot In Place Recycling of Asphalt Pavement. The City of Hobbs would like to utilize this agreement and contract Dustrol, Inc. to provide Hot In-Place Recycling. The streets that would be recycled are in a southwest section of the City, bound by the limits of Sanger/Main and Turner/Gulf. These streets have not been hot asphalt recycled before.

A P.O. for the work will be issued following Commission's approval. Dustrol is available to begin work in May of 2020. The project should take approximately 6 weeks to complete.

Fiscal Impact:

Reviewed By: 
Finance Department

Estimated P.O. Amount: \$718,299.64
NMGRT: \$ 48,934.16
Estimated Total Cost: \$767,233.80

Budget Available: \$1,812,552.39
Budget Number: 010423-44901-00148

Attachments: Location Map, Cost Estimate, State of New Mexico Price Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Authorize the use of the New Mexico State Contract with Dustrol, Inc.

Approved For Submittal By:

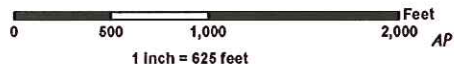
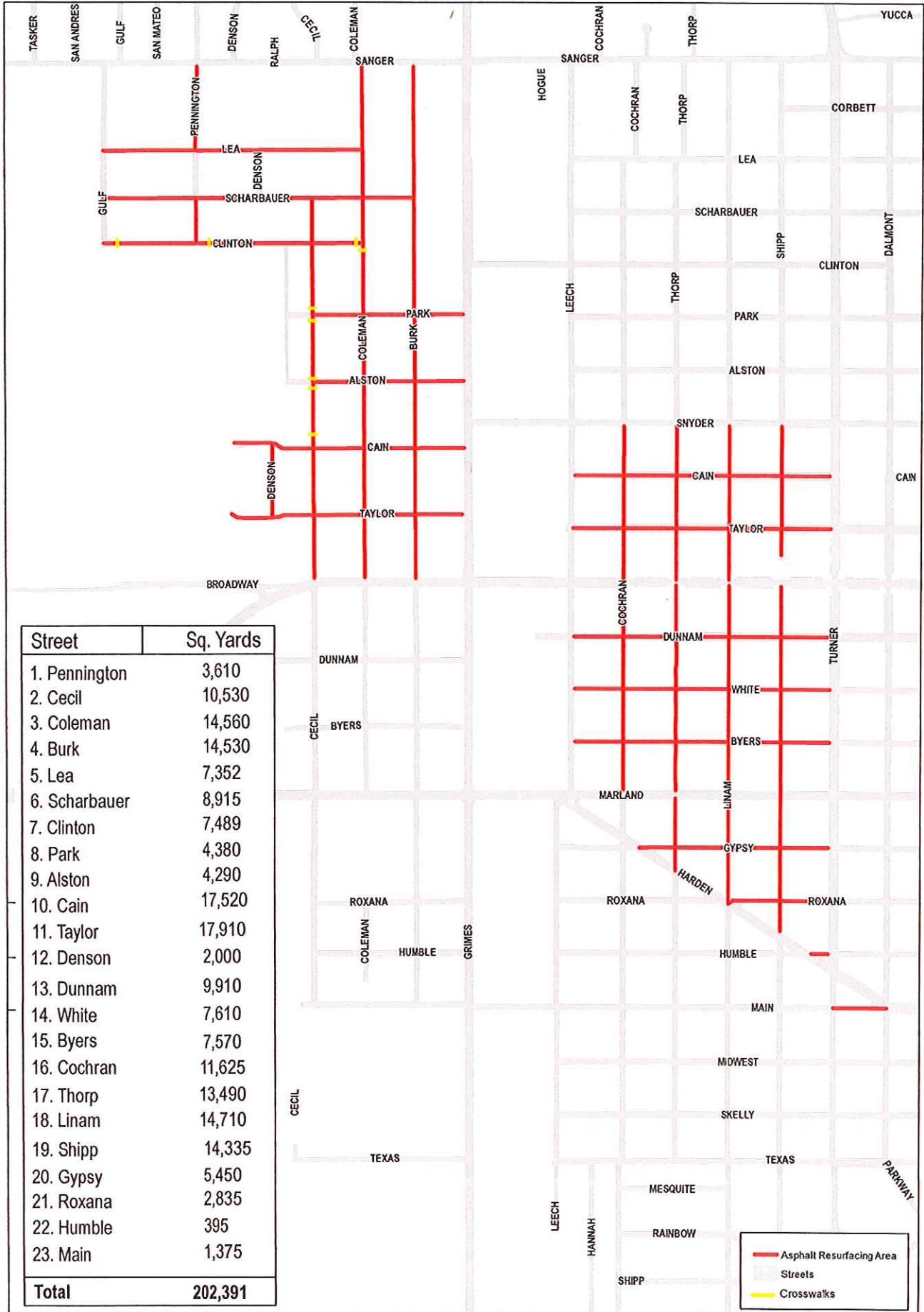

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Asphalt Resurfacing Area Map



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



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001

Telephone No. (719) 583-0905

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: Three

Term: March 22, 2016 – March 21, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:
New Mexico Department of Transportation
Various Locations

Email: raelynn.lujan@state.nm.us

For questions regarding this Price Agreement please contact:
Angela Martinez 505-570-7940

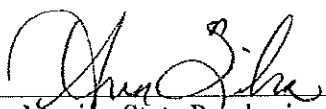
Title: Hot In Place Recycling of Asphalt Pavement

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2019 to March 21, 2020 at the same price, terms and conditions.

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 1/22/19

nm



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001

Telephone No. (719) 583-0905

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: Two

Term: March 22, 2016 – March 21, 2019

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Invoice:
New Mexico Department of Transportation
(Various Locations)

For questions regarding this Price Agreement please contact:
Angela Martinez (505) 827-5127

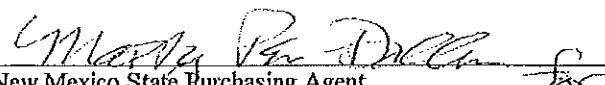
Title: **Hot In Place Recycling of Asphalt Pavement**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2018 to March 21, 2019 at the same price, terms and conditions for Vendor (AA) Dustrol, Inc. *This Price Agreement was not extended for Vendor (AB) Paveover Inc.*

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent
ML

Date: 01/30/18



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors

Telephone No.: _____

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: One

Term: March 22, 2016-March 21, 2018

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

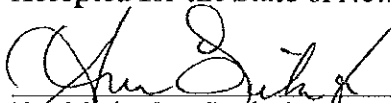
Title: **Hot In Place Recycling of Asphalt Pavement**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2017 to March 21, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/25/17



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
2 Vendors (See page seven)

Telephone No.:

Price Agreement Number: 60-805-16-14088

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Eric Sanchez

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Angela Martinez 505-827-5127

Title: Hot In Place Recycling of Asphalt Pavement

Term: March 22, 2016-March 21, 2017

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3/22/16



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001

Telephone No. (719) 583-0905

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: Four

Term: March 22, 2016 – March 21, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:
New Mexico Department of Transportation
Various Locations

Email: raelynn.lujan@state.nm.us

For questions regarding this Price Agreement please contact:
Angela Martinez 505-570-7940

Title: Hot In Place Recycling of Asphalt Pavement

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

The following cost increases are effective immediately:
(AA) Dustrol, Inc. (Item 017):
Current Price increased from \$500.00 to \$575.00

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 03/03/2020

AM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

State of New Mexico
General Services Department
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Price Agreement #: 60-805-16-14088

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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Awarded Vendors:

(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001
719-583-0905

(AB) 0000052701
Paveover Inc.
6151 Hanover Rd. NE
Albuquerque, NM 87121
505-839-1000

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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Establish a Price Agreement for Hot In Place Recycling of Asphalt Pavements for the New Mexico Department of Transportation. This work consists of Hot In-Place Recycling of the existing asphalt pavement to the depth specified by the District Engineer or their designee utilizing a multi-step process of cleaning, heating, milling, adding rejuvenating agent as specified, adding virgin hot mix asphalt (HMA) as specified, remixing, spreading, leveling and compacting the material. This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Price Agreement, the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications. They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/en/PSE.html> and they are available for purchase at the General Office Financial Control Office contact (505) 827-5338.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

Terms of Price Agreement:

The term of this agreement shall be for one year from date of award with an option to extend for up to three (3) additional one year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

State Compensation

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The New Mexico Department of Transportation shall provide direction regarding the performance required by this Price Agreement.

Vendor is requested to indicate their Federal Tax ID Number, New Mexico Gross Receipts or Social Security Number _____.

Bid Review:

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the Price Agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:

Method of award shall be to multiple vendors statewide.

For a bid to be considered for award prices must be submitted for all items. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award.

This Price Agreement may be awarded to one or more vendors, but not to exceed three vendors.

Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple source Price Agreements.

1. The selection of a vendor from a multiple source Price Agreement to complete a project shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor not offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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Public Works minimum Wage Act:

This is a Public Works Contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at:

<https://nm4myui.dws.state.nm.us/WageRateRequestWeb/WageRateRequestForm.aspx>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

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- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or

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destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) **Worker's Compensation Insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The New Mexico Department of Transportation shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

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- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, form and types of Bailee Insurance such as, but not limited to, Builder's Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc. In an amount necessary to protect the New Mexico Department of Transportation against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:
\$2,000,000 each occurrence

Liability and Physical Damage to Property:
\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any Price Agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

SPECIFICATIONS FOR HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT:

Section 104 - Scope of Work, Section 105 - Control of Work Section 412 - Hot In-Place Recycling of Asphalt Pavement, (Remixing Method) and Section 423 - Hot Mix Asphalt – Super Pave (QLA and Non QLA) of the New Mexico Department of Transportation Standard specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications shall be an integral part of these specifications.

I. General Conditions:

Operations must be continuous and free from starts and stops. The Contractor shall have available at the job site at all times during operations, equipment capable of extinguishing all fire in emergency situations. The Contractor shall be responsible for all hot and flame damage caused to roadside appurtenances such as shrubs, trees, fences, etc., and shall correct all damage at Contractors own expense.

The Contractor shall not park equipment during nonworking hours inside the highway right-of-way unless it is determined by the District Engineer or their designee that a minimum safe recovery area of thirty (30) feet, as measured from the edge of the roadway, is assured. If the right-of-way does not allow for an adequate recovery area, the Contractor shall be responsible for locating an equipment storage area outside the right-of-way, suitable to the District Engineer or their designee.

All equipment proposed to be used to accomplish the work described here shall be of sufficient size and in good mechanical condition to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property or other highways will result from its use.

The successful Contractor must have more than one machine available at all times, in order to satisfy different work orders at the same time.

The successful Contractor must be capable of performing work specified at various locations as requested by the user within a minimum of fifteen (15) calendar days after notification.

Failure to perform the work described will result in the State Purchasing Director's Office being notified for the appropriate action to be taken.

II. Temporary Pavement Markings:

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all temporary reflectorized pavement markings for a period of two weeks after placement. The District Engineer or their designee will determine which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface. The Contractor shall remove temporary striping within two (2) weeks of re-establishment of permanent striping or as indicated by the District Engineer or their designee.

III. Special Precautions:

Whenever work is to be done at signalized intersections where wire looped sensors are imbedded into the existing pavement, the traffic engineer of the agency responsible for maintaining the signalized intersection shall be notified in advance to any milling, so that necessary adjustments may be made to the traffic controller.

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Arrangements shall be made to replace any wire loop sensors damaged as a result of the Hot In-Place Recycling project.

IV. Method of Measurement and Payment:

Hot in-place recycling shall be measured by the square yard, to include heating and milling of existing pavement, mixing, spreading, leveling and compaction.

Virgin hot mix asphalt will be measured and paid by the ton for the production and placement of mix. High float emulsion, and petroleum resin-oil base rejuvenating agent, as required by Contractors design and approved by the District Engineer or their designee, shall be measured and paid by the ton. Each asphalt binder or emulsion item shall be measured and paid by the ton. Curb line cold milling shall be measured and paid by the square yard-inch to the nearest ¼ inch.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Traffic Control:

The Contractor shall abide with the New Mexico Department of Transportation standard specifications for road and bridge construction, most current edition and special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Payments and Invoicing:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per

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month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Invoice To:

NM Department of Transportation
General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
P.O. Box 231
Deming, NM88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation
District Three
P.O. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
P.O. Box 10
District Four
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

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NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159

Escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

An approved escalation will be evaluated on an ongoing basis by the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT State Purchasing Division.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	15,000	S.Y.	0 - 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractors design.	AA)\$5.40 AB)\$8.00
002	35000	S.Y.	15,001 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design.	AA)\$4.75 AB)\$6.00
003	70,000	S.Y.	35,001 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design.	AA)\$4.14 AB)\$5.10
004	140,000	S.Y.	Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading, and compaction as per approved Contractor design.	AA)\$3.47 AB)\$3.70
005	15,000	S.Y.	0 to 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$6.50 AB)\$11.00
006	35,000	S.Y.	15,001 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$5.50 AB)\$7.50

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007	70,000	S.Y.	35,001 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$4.30 AB)\$5.30
008	140,000	S.Y.	Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$3.68 AB)\$4.00
009	5,000	SY-In	0 - 15,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.45 AB)\$0.50
010	20,000	SY-In	15,001-35,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.40 AB)\$0.42
011	45,000	SY-In	35,001-50,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.35 AB)\$0.40
012	50,000	SY-In	Over 50,000 S.Y. range curb line cold milling of HMA surface, 1/4 in increments.	AA)\$0.35 AB)\$0.35
013	15,000	Ton	HMA production and placement as per Contractor design and approved by the District Engineer or their designee.	AA)\$50.00 AB)\$50.00

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014	450	Ton	PG graded asphalt binder as per Contractor design and approved by the District Engineer or their designee	AA)\$475.00 AB)\$550.00
015	450	Ton	High Float Emulsion as per Contractor design and approved by the District Engineer or their designee	AA)\$500.00 AB)\$625.00
016	100	Ton	Hydrated lime for HMA pavement.	AA)\$175.00 AB)\$175.00
017	450	Ton	Rejuvenating Agent, meeting specifications outlined in Section 412.2.1 of Standard Specifications for Highway and Bridge Construction, current edition.	AA)\$500.00 AB)\$625.00
018	300	Hr	Hauling of virgin HMA in three-axle dump trucks.	AA)\$110.00 AB)\$115.00
019	300	Hr	Hauling of virgin HMA in dump trucks w/ pup or tractor with end or belly dumps.	AA)\$120.00 AB)\$110.00
020	400	Yd. Mi.	Hauling of milled material.	AA)\$2.00 AB)\$3.00

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021	320	Hr	Urban traffic control (working hours 9:00am to 3:00pm) to include all signing and traffic channelization devices for adequate handling of traffic.	AA)\$200.00 AB)\$200.00
022	320	Hr	Rural traffic control (for work done outside areas defined in item 20) to include all signing and traffic channelization devices for adequate handling of traffic.	AA)\$175.00 AB)\$175.00
023	320	Hr	Pilot car for traffic control.	AA)\$40.00 AB)\$35.00
024	320	Hr	Sequential flashing arrow road as designated by District Engineer or their designee.	AA)\$10.00 AB)\$8.00
025	10,000	L.F.	Establish temporary centerline striping with reflectorized tape (4in x 4in stripe with 36ft spacing or as designated by the District Engineer or their designee.)	AA)\$1.00 AB)\$1.25
026	5,000	Ea	Establish temporary centerline striping with reflectorized tabs (tabs placed at 30ft spacing or as designated by District Engineer or their designee).	AA)\$1.00 AB)\$0.80
027	10,000	L.F.	Re-establish permanent striping with 4ft x 10ft reflectorized painted markings at 30ft spacing and solid shoulder striping with reflectorized painted markings according to Section 704 of Standard Specifications for Highway and Bridge Construction, current edition.	AA)\$0.80 AB)\$0.65

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028	10,000	L.F.	Removal of temporary stripe- temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee.	AA)\$1.00 AB)\$1.00
029	5,000	Ea	Removal of temporary tab pavement markings to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee.	AA)\$0.50 AB)\$0.75
030	300	Mile	Mobilization - moving charge for Hot In-Place Recycling from within the State of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles.	AA)\$1.25 AB)\$110.00
031	300	Mile	Mobilization - moving charge for cold milling from within the state of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles.	AA)\$6.00 AB)\$6.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: MARCH 16, 2020

SUBJECT: AWARD OF RFP 517-20: CONCESSION SERVICES AT ATHLETIC/AQUATIC FACILITIES
DEPT. OF ORIGIN: Parks & Recreation Department
DATE SUBMITTED: March 10, 2020
SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

RFP 517-20 for Concession Services at Athletic/Aquatics Facilities was advertised on February 23, 2020, and responses were due on March 5, 2020. The Finance Department received two (2) proposals and both of these proposals were deemed responsive. The Evaluation Committee, which was comprised of staff from the Parks and Recreation, Parks and Open Spaces and Communications Departments, reviewed the proposals, and scored the proposals as follows:

- J5 Services, LLC (Complex II) – Average Score 96 (110 points possible)
- Mojo Concessions (ZiaPlex, Complex I, Jefferson Ballfields) - Average Score 94 (110 points possible)

Both respondents have been operating concession facilities at the proposed locations above for many years. To comply with New Mexico Anti-Donation legislation, concessionaires operating at City facilities will now have a contract with the City. Previously, all concessionaires had agreements with local leagues. The contracts will have terms of one-year with the option to renew for three additional one year terms. Performance will be reviewed on an annual basis and language within the agreement will allow for termination of the agreement by either party.

J5 Services will compensate the City in the amount of \$1,000 for the operation of the Complex II Concession facility. Mojo Concessions will compensate the City in the amounts of \$1,000, \$500, \$250 (\$1,750 total) for the operation of concession facilities at the Zia Plex, Jefferson Ballfields, and Complex I, respectively.

No proposals were received for the operation of the concession facilities at the MLK SoccerPlex or the Seasonal Pools. (Del Norte, Heizer, Humble).


Fiscal Impact:

Reviewed By: 
Finance Department

It is expected that the City will receive \$2,750, annually, for the operation of the above concession facilities.

Attachments: RFP 517-20 Score Sheet

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends that the City Commission consider approval of RFP 517-20 and make multiple awards to both J5 Services, LLC, and Mojo Concessions. Professional Services Agreements being drafted by Legal.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

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

RFP No. 517-20 TOTAL SCORE SHEET

CONCESSION SERVICES AT ATHLETIC/AQUATICES FACILITES	MAX PNTS	MOJO CONCESSION	J5 SERVICES LLC
1. SPECIALIZED EXPERIENCE: Profile, Experience, Background Concession Operations in the operation of concession facilities	50	48	49
2. YEARLY OPERATIONS SUMMARY AND VISION: To include a description and vision that proposer has for the prospective concession operations	25	21	23
3. MENU OF ITEMS/INCLUDING PRICES	10	10	10
4. STAFFING PLANS: For each location submitted	15	15	14
5. RESIDENT BIDDER/PREFERENCE OR VETERANS PRFERENCE	10	0	0
<u>TOTAL</u>	110	94	96



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2020

SUBJECT: Resolution Accepting a Contribution of \$25,000.00 to the Eddy-Lea Energy Alliance, LLC From Lea County.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: March 11, 2020
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

The City of Hobbs, Lea County, Eddy County and the City of Carlsbad are members of the Eddy-Lea Energy Alliance (ELEA). ELEA owns property on the Eddy/Lea County line that has been characterized by the federal government as a possible temporary storage for nuclear material. The project has potential for significant economic development for the parties.

The Joint Powers Agreement between the governmental entities states that contributions from funds of the parties may be made to defray the costs of ELEA. Each member annually is requested to make equal contributions to defray the costs of ELEA. Lea County did not make the last required contribution of \$25,000 while the remaining Members made such contributions. Pursuant to Section 4.6 of the Joint Powers Agreement, the City of Hobbs seeks to accept Lea County's \$25,000.00 contribution but may only consent to a cure of a member's deficiency in writing.

The Resolution will authorize acceptance of Lea County's share to cure a prior deficiency.

Fiscal Impact:

There is no fiscal impact to the City of Hobbs for this measure.

Reviewed By: _____


Finance Department

Attachments:

Resolution

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Adopt the Resolution 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. _____

CITY OF HOBBS

RESOLUTION NO. 6922

A RESOLUTION ACCEPTING A CONTRIBUTION OF \$25,000.00 TO THE EDDY-LEA ENERGY ALLIANCE, LLC FROM LEA COUNTY.

WHEREAS, on November 7, 2006, Lea County, Eddy County, the City of Hobbs, and the City of Carlsbad entered into an Operating Agreement/Joint Powers Agreement forming and providing for the operation of the Eddy-Lea Energy Alliance; and

WHEREAS, in May 2014, the New Mexico Finance and Administration Department approved the Amended and Restated Operating Agreement/Joint Powers Agreement ("the Agreement") for the Eddy-Lea Energy Alliance ("the Alliance"); and

WHEREAS, Section 4.1 *Contributions* requires each Member entity to make equal contributions for purposes set forth in the Agreement, including defraying of the costs of the Alliance; and

WHEREAS, Section 4.6 *Adjustment of Percentage Interest in Event of Failure of Member to Make Required Contribution* states that if a Member entity fails to make all or any portion of any financial contribution, the percentage interest of such Member in the Alliance will be decreased proportionately. The section further provides that a Member may cure its deficiency with a proportionate restoration of its interest in the Alliance only with the written consent of all the remaining Members; and

WHEREAS, Lea County did not make the last required contribution of \$25,000.00 while the remaining Members made such contributions; and

WHEREAS, Lea County now wishes to make the last required \$25,000.00 contribution and thereby bringing its cumulative contributions equal to the contributions of the remaining Members.

NOW BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that Lea County's contribution of \$25,000.00 to make its total contribution equal to those of each of the remaining Members of ELEA is accepted.

BE IT FURTHER RESOLVED BY THE CITY OF HOBBS that Lea County's percentage of interest in ELEA is restored to 25% being the same as the percentage of interest each of the remaining Members.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk