

# Commission Meeting Agenda



## ***Mayor***

Samuel D. Cobb

## **City Commission**

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

## ***Acting City Manager***

Manny Gomez

***April 5, 2021***



## **Hobbs City Commission**

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico

**Monday, April 5, 2021 – 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner – District 1

Christopher R. Mills  
Commissioner – District 2

Larron B. Fields  
Commissioner – District 3

Joseph D. Calderon  
Commissioner – District 4

Dwayne Penick  
Commissioner – District 5

Don R. Gerth  
Commissioner – District 6

Regular in-person meetings will now resume in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on April 5, 2021, addressed via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or faxed to (575) 397-9334.

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## **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](http://www.hobbsnm.org)

### **CALL TO ORDER AND ROLL CALL**

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

### **APPROVAL OF MINUTES**

1. Minutes of the March 15, 2021, Regular Commission Meeting

## **PROCLAMATIONS AND AWARDS OF MERIT**

None

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at **ifletcher@hobbsnm.org** or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, April 5, 2021.

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

2. Resolution No. 7037 – Authorizing the Submission of a Grant Application to the State of New Mexico Department of Tourism for the Hobbs Clean and Beautiful Program *(Tanya Sanchez, Tourism Development Coordinator)*
3. Resolution No. 7038 – Authorizing a Lease Agreement with Congresswoman Yvette Herrell for Congressional Office Space in the City Hall Annex *(Mayor Sam Cobb)*

## **DISCUSSION**

4. Update from Xcel Energy *(James Lackey, Community Relations Manager)*

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

5. Consideration of Approval Authorizing the Sole Source Purchase of JWC Environmental Influent Auger Assembly from JWC Environmental in the Amount of \$100,313.36 *(Tim Woomer, Utilities Director)*
6. Consideration of Approval Authorizing the Sole Source Purchase of One (1) Alfa Laval ALDEC G2-60 Centrifuge and Controls Package from Alfa Laval, Inc., in the Amount of \$361,454.00 *(Tim Woomer, Utilities Director)*
7. Consideration of Approval Authorizing the Sole Source Purchase of Life Technologies RapidHIT DNA ID System from Life Technologies Corporation in the Amount of \$104,009.65 *(John Ortolano, Police Chief)*

8. Resolution No. 7039 – Approving a Development Agreement Between 7773, LLC, and the City of Hobbs Concerning the Extension of Public Infrastructure to Serve Property Located southwest of the Intersection of Millen and Ja-Rob (*Kevin Robinson, Planning Department*)
9. Consideration of Approval to Bid the Veterans Memorial Park HAAF Project (*Shelia Baker, General Services Director*)
10. Consideration of Approval of a Contract with Dustrol, Inc., Utilizing the New Mexico GSA Price Agreement for Hot In Place Asphalt Recycling of Various City Streets in the Estimated Amount of \$951,169.05 (*Shelia Baker, Utilities Director*)
11. Resolution No. 7040 – Rescinding Condemnation of Certain Properties that have Previously Been Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort, Health and Safety (*Valerie Chacon, Assistant City Attorney, and Jessica Silva, Code Enforcement*)

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

12. Next Meeting Date:

- City Commission Regular Meeting  
***Monday, April 19, 2021, at 6:00 p.m.***

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



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: March 24, 2021  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- Regular Commission Meeting of March 15, 2021

**Fiscal Impact:**

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

N/A

**Attachments:**

Minutes as referenced under "Summary".

**Legal Review:**

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


**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, March 15, 2021, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

### **Call to Order and Roll Call**

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Ms. Jan Fletcher, City Clerk, called the roll and the following identified themselves as participating remotely through video conferencing and answered present:

Mayor Sam D. Cobb  
Commissioner Marshall R. Newman  
Commissioner Christopher Mills  
Commissioner Larron B. Fields  
Commissioner Joseph D. Calderón  
Commissioner Dwayne Penick  
Commissioner Don Gerth

The following staff members participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief  
Efren Cortez, City Attorney  
Valerie Chacon, Assistant City Attorney  
Bryan Wagner, Parks and Open Spaces Director  
Shelia Baker, General Services Director  
Kevin Robinson, Development Director  
Gene Strickland, Associate Superintendent, Hobbs Municipal Schools  
Jan Fletcher, City Clerk

Mayor Cobb explained the guidelines issued by the New Mexico Attorney General's Office, Open Government Division (OGD), regarding the virtual public body meeting through video conferencing. He stated the following guidelines must be followed:

- At the start of the meeting, the Mayor should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via livestream.
- Mayor should suspend discussion if the audio or video is interrupted.
- All votes of the public body must be a roll call vote.
- The public body should produce and maintain a recording of the open session of the meeting.

For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting.

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

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

### **Approval of Minutes**

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, March 1, 2021, be approved as written. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

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

#### **Recognition of City Employees - Milestone Service Awards for the Month of March, 2021.**

Acting City Manager/Fire Chief Manny Gomez recognized the employee who has reached milestone service awards with the City of Hobbs for the month of March, 2021, which totals 15 years of service worked. Acting City Manager/Fire Chief Gomez read his name, job title and gave a brief summary of the job duties performed by the following employee:

- 15 years – Lee Haines, Hobbs Fire Department

Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to Mr. Lee Haines for his service to the City. He also thanked the Commission for recognizing City employees as they are the most important resource and asset within the organization.

### **Public Comments**

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or via fax to (575) 397-9334 by 4:30 p.m., on March 15, 2021. No public comments were submitted.

### **Consent Agenda**

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

#### **Resolution No. 7034 – Authorizing an Amendment to Municipal Arterial Program (MAP) Cooperative Agreement Project Control Number L200479 with the New Mexico Department of Transportation.**

Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolutions is attached and made a part of these minutes.

## **Discussion**

### City Hall Landscaping Project Update.

Mr. Bryan Wagner, Parks and Open Spaces Director, presented an update to the City Commission on the City Hall Landscaping Project. Through a PowerPoint presentation, he reviewed the areas that will be landscaped and displayed photographs of the irrigation lines which have been overgrown with tree roots. Originally, the City Hall Landscaping Project was scheduled to commence in March, 2020, but due to COVID-19, it was postponed. Mr. Wagner stated the project will landscape around the City Hall complex area bringing colorful plants along with stone and concrete boulders. He reviewed the scope of the work of the project. Mr. Wagner stated it is hopeful the project will be completed by April 1, 2021, unless there are weather delays.

Commissioner Newman stated he has seen City crews working on the project on the weekend, and they have been working very hard. He expressed his appreciation to the Parks and Open Spaces Department.

Mayor Cobb stated he looks forward to seeing the final landscaping at City Hall.

### Hobbs Municipal Schools Career Technical Education (CTE) Facility Update.

Mr. Gene Strickland, Associate Superintendent with Hobbs Municipal Schools, presented an update to the Commission regarding the Hobbs Municipal Schools (HMS) Career Technical Education (CTE) Facility. Mr. Strickland reviewed a PowerPoint presentation and stated construction is underway. He stated a topping-out ceremony will be held the first week of May, 2021. Mr. Strickland stated HMS remains engaged with its CTE Partners. He also stated the branding of the facility, signage, and graphics will be completed during the design phase. Mr. Strickland recognized the following partners who have assisted with the CTE:

- Capital Partners
  - City of Hobbs
  - J. F Maddox Foundation
  - Daniels Fund
  - Hobbs Municipal Schools
  
- Legislative Funding
  - Senator Gay Kernan
  - Senator Gregg Fulfer
  - Representative Larry Scott
  - Lea County Commissioner Gary Eidson
  - Lea County Commissioner Rebecca Long
  - Lea County Commissioner Jonathan Sena



- Project Team
  - Stantec
  - Wilson and Company
  - Bradbury Stamm
  - Capital Partners

Mayor Cobb thanked Mr. Strickland for the presentation and asked him to thank everyone involved with the CTE facility from the City of Hobbs.

Commissioners Gerth, Penick and Mills expressed appreciation to all involved for a top notch CTE which will be admired by many.

### **Action Items**

*Resolution No. 7035 – Authorizing a Memorandum of Agreement with the Hobbs Municipal Schools for the Establishment of a Career Technical Education (CTE) Facility.*

Acting City Manager/Fire Chief Gomez expressed his appreciation to Mr. Strickland for his presentation. He thanked both Mr. Strickland and Mr. T. J. Parks, HMS Superintendent, for their leadership on the CTE facility.

Acting City Manager/Fire Chief Gomez explained the resolution which authorizes the Mayor and City Manager to execute an agreement with the HMS for the construction of the CTE facility. He stated the CTE will provide market ready skills to local students which is aimed at ensuring those students are prepared to immediately enter the workforce or continue their technical/academic education with an institution of higher education upon high school graduation. Pursuant to the agreement, the City of Hobbs will contribute \$10,000,000.00 to HMS via progress payments to be utilized toward the overall \$47,000,000.00 cost of construction for the CTE. He stated HMS representatives anticipate completion of construction of the CTE facility by August, 2022.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 7035 be adopted as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields abstain, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes. *(Note: At the end of the meeting, Commissioner Fields explained the reason that he abstained from voting on this item is due to a conflict of interest as he is employed by the HMS.)*

FINAL ADOPTION: Ordinance No. 1131 – Authorizing a Lease Agreement with the Department of Public Safety for Property Located at 5100 Jack Gomez Blvd.

**\*\*NOTE:\*\*** Public Comment on proposed Ordinance No. 1131 should be submitted in writing via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or faxed to (575) 397-9334 no later than 4:30 p.m. on March 15, 2021.

Mayor Cobb requested that Mr. Efred Cortez, City Attorney, give some background on the proposed ordinance for a lease agreement with the New Mexico Department of Public Safety (NMDPS) for the property at 5100 Jack Gomez Blvd.

Mr. Cortez stated because the original lease has expired and timing is essential to move forward with renewal of the lease, the proposed ordinance was published on February 23, 2021. He explained there are no State Statutes that require Commission approval of the publication of an ordinance prior to adoption. The law requires that the ordinance is published 14 days prior to adoption.

Ms. Jan Fletcher, City Clerk, confirmed that the ordinance was duly published. She also stated there were no written public comments received regarding this ordinance.

Ms. Shelia Baker, General Services Director, explained the lease agreement with NMDPS and stated it has been used to house the local office of the New Mexico State Police at 5100 Jack Gomez Blvd. since around October 1, 1999. She stated the last lease was approved on October 12, 2009, and required rental payments of \$1,500.00 per month, with a 5% annual increase. Since that lease has expired, the parties now seek to enter into another lease. She stated the property was recently appraised and both parties have renegotiated and agreed to new lease terms. Ms. Baker stated the proposed lease would require initial monthly rent at \$2,743.00 per month with a 2% annual increase. The initial term is five years with the option to renew for an additional five years. Ms. Baker stated if NMDPS exercises their option to renew, the City reserves the right to obtain a new appraisal and adjust rent according to the new appraisal.

Proper publication having been made, and there being no public comments or further discussion, Commissioner Newman moved to adopt Ordinance No. 1131 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Consideration of Bid No. 1586-21 for Security Renovations for the City of Hobbs and Recommendation to Reject All Bids.

Ms. Baker stated bids were opened at 10:00 a.m. on Monday, March 8, 2021, for Security Renovations for the City of Hobbs. She explained the buildings included in the first phase of the security renovations are as follows: Municipal Court, Hobbs Police Department and the Motor Vehicle Department. She added the safety improvements are designed to

provide ability for the staff to “Run, Hide, Fight.” Ms. Baker stated the main components of the construction include:

- Protection barriers at reception areas
  - Consisting of bullet resistant glass above the counter and bullet-resistant wall below the counter and the addition of pass through trays;
- Replacement of glass with bullet resistant glass
- Addition of bullet resistant walls
- Creating separate seating area for inmates and improving the line of sight at Municipal Court

Ms. Baker stated an advertisement was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms. She added there were 19 companies on the plan holders list and the following responsive bid was submitted.

<u>Contractor</u>	<u>Bid Lot 1</u>	<u>Bid Lot 2</u>	<u>Bid Lot 3</u>	<u>Bid Lot 4</u>
J. Carrizal General Construction, Inc.	\$412,919.97	\$438,547.05	\$49,807.10	\$901,274.12

Ms. Baker explained the current FY 21 Budget amount available for this project is \$501,182.45 and it is the recommendation of the General Services Department that the bid for renovations be rejected.

There being no further discussion, Commissioner Calderón moved to reject all bids as recommended. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

*Consideration of Approval to Purchase Four Replacement Vehicles from Melloy Ford in the Total Amount of \$186,574.00 Utilizing a CES Contract.*

Ms. Baker stated the City of Hobbs would like to purchase four replacement vehicles from Melloy Ford, utilizing CES contract. She stated the units being replaced meet the City's required 10 year and 100,000 mile replacement schedule and were included in the FY 21 Budget. She stated the retired fleet will be sent to auction. Ms. Baker stated the Utilities Department budgeted for three replacement units which are an F-350 with a utility/crane bed for Water Production and two F-150 pickups for meter readers. She stated the Senior Center Division budgeted for one F-150 for a food delivery truck. Ms. Baker reviewed the units being replaced and the mileage of those units. A total of four units will be purchased at a total cost of \$186,574.00.

In response to Mayor Cobb's inquiry, Ms. Baker stated there were no bids from local vendors.

There being no further discussion, Commissioner Calderón moved to approve the purchase of four replacement vehicles from Melloy Ford in the total amount of \$186,574.00 utilizing a CES Contract as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion passed. Copies of the supporting documentation are attached and made a part of these minutes.

*Resolution No. 7036 – Approving a Development Agreement with Property Management Plus, LLC, Concerning the Development of Market Rate Single-Family Housing.*

Mr. Kevin Robinson, Development Director, explained the resolution and stated Property Management Plus, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. He further stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$115,000.00.

There being no further comment or discussion, Commissioner Penick moved that Resolution No. 7036 be adopted as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

**COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

Acting City Manager/Fire Chief Gomez commended the Utilities Department for again receiving the Good Housekeeping Award from the State of New Mexico. He recognized Utilities Department employees, Mr. Todd Ray, Utilities Supervisor, and Mr. Frank Crane, Utilities Production Supervisor and congratulated the Waste Water Reclamation Facility for winning the award for the third consecutive year, bringing the total awards to five.

Acting City Manager/Fire Chief Gomez stated the Hobbs Police Department (HPD) recently went through the re-accreditation process and came out with very few findings. He added that he is very proud of HPD and their stellar accreditation.

Commissioner Fields stated he has been a Commissioner for one year now and it has been quite an experience. He expressed his thanks to those who are working hard in the Street Department and Code Enforcement. He stated his goal is to clean up District 3 and dilapidated houses are being cleaned up. He added that all City Departments are very responsive.

Commissioner Penick stated he is excited to get back into the Commission Chamber for in-person City Commission meetings in the City Hall Annex. He further stated he is excited that Lea County is now “green” on the map and the community can begin its recovery.

Commissioner Fields explained his abstention from the vote on Resolution No. 7035 regarding the CTE facility. He stated he has a conflict of interest due to his employment with the HMS.

Mayor Cobb commended the citizens of Hobbs and Lea County for achieving "green" status and stated the next goal is to reach the "turquoise" level. He stated everyone should continue to stay safe, wear masks and practice social distancing. He further stated Acting City Manager/Fire Chief Gomez is working with teams to fight the remnants of the pandemic.

### **Adjournment**

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:02 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



# **CONSENT AGENDA**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

SUBJECT: New Mexico Clean and Beautiful Grant
DEPT. OF ORIGIN: The Convention Visitors Bureau Department (CVB)
DATE SUBMITTED: 3-30-2021
SUBMITTED BY: Tanya Sanchez, Tourism Development Coordinator

Summary:

The CVB is asking for approval to re-apply for the "New Mexico Clean and Beautiful Grant." In our community, the major rights-of-way, railroad tracks, vacant lots, and even parks are afflicted by litter and weeds. The aforementioned grant would help to raise awareness about the effects of litter in our community as well as preventing and controlling litter from accumulating throughout the City of Hobbs.

The grant provides a 25% match that can be an in-kind service match. We have started the groundwork to begin to bring awareness about the impact of litter with the aid of the FY2021 grant (which consisted of \$5,000.00). We have done neighborhood clean-ups and have placed signs around town. This year, we are planning on requesting more funds with the intent of conducting more clean-ups and providing education about this important issue. Thank you for your time.

SCOPE:

The CVB will continue to plan neighborhood clean-ups. The CVB will ask schools in Hobbs to partner up with us by incorporating "Larry the Litter Bug" in elementary schools. We will be working with Code Enforcement and the schools' resource officers to help with these projects.

Fiscal Impact:

Reviewed By: [Signature] Finance

Budget Line:
Budgeted: \$48,173.49

Attachments:

Grant Summary and Budget

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Requesting approval to apply for the New Mexico State Clean and Beautiful Grant for FY 2022

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7037

A RESOLUTION AUTHORIZING THE CITY OF HOBBS  
TO SUBMIT A GRANT APPLICATION TO THE  
STATE OF NEW MEXICO, DEPARTMENT OF TOURISM,  
FOR THE HOBBS CLEAN AND BEAUTIFUL PROGRAM

WHEREAS, the City of Hobbs seeks to continue to host Neighborhood Clean-Ups in each Commission District within the City of Hobbs; and

WHEREAS, the New Mexico Tourism Department, through its New Mexico Clean and Beautiful Program, is requesting applications for grant funding to assist local community clean-ups and education with the school district; and

WHEREAS, the City of Hobbs hereby acknowledges and supports submission of an application for the New Mexico Clean and Beautiful grant program which provides funding to offset administrative, operating and marketing costs to help end littering, reduce waste, beautify communities, empower youth and increase program capacity; and

WHEREAS, the City of Hobbs continues to support the City of Hobbs Clean and Beautiful Program and supports the grant application in the total amount of **\$48,173.49** and commits to provide local matching funds in the proposed amount of **25% of in-kind service or \$12,043.47**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application to the State of New Mexico, Department of Tourism for the New Mexico State Clean and Beautiful Grant Funding for FY 2022.

PASSED, ADOPTED AND APPROVED this 5th day of April, 2021.

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

ATTEST:

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



NEW MEXICO TOURISM DEPARTMENT  
CLEAN AND BEAUTIFUL GRANT PROGRAM  
**FY22 GUIDELINES**

**GRANT PURPOSE**

The purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the Department the authority to eliminate litter from the state to the maximum practical extent. The department shall aid in establishing a statewide Keep America Beautiful program through the New Mexico Clean and Beautiful grant program to end littering, improve recycling, and beautify New Mexico communities.

**ELIGIBILITY**

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

**ELIGIBLE EXPENDITURES**

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

- Objective 1.1 – Prevent littering.
- Objective 1.2 – Provide access to proper waste disposal.
- Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

- Objective 2.1 – Reuse.
- Objective 2.2 – Repair.
- Objective 2.3 – Repurpose.
- Objective 2.4 – Improve composting and sustainable food management.
- Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

- Objective 3.1 – Improve green spaces through sustainable park design.
- Objective 3.2 – Maximize sustainable landscaping throughout communities.
- Objective 3.3 – Prevent graffiti.
- Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

- Objective 4.1 – Educate students.
- Objective 4.2 – Provide service opportunities for youth groups.
- Objective 4.3 – Employ youth interns.
- Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youth interns:
  - a) Individuals must be between 14 to 25 years of age
  - b) Salary range = at least local minimum wage
  - c) Youth Employment Verification forms are required for each youth employed

Goal #5 – Increase Program Capacity

- Objective 5.1 – Recruit and engage volunteers.
- Objective 5.2 – Build coalitions through professional affiliations.
- Objective 5.3 – Increase knowledge through professional development.

- Activities must directly contribute to at least one of the above-mentioned goals

#### MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

##### Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as “in-kind donations” from businesses, groups and individuals. Examples include private waste hauler services, “pro-bono” accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

##### How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

##### Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at [https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time).

#### GRANT AGREEMENT

The grant award will be officially executed upon receipt by NMTD of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*). PLEASE NOTE: Any changes or exceptions to the procedures outlined in the Grant Agreement or these Guidelines will require approval from the NMTD Cabinet Secretary.

#### INITIAL DISBURSEMENT OF FUNDS

For FY22 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

#### REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 15, 2022:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation\*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 5, 2022:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

\*Eligible back-up documentation includes:

1. Invoices *or* receipts

**AND**

2. Cleared checks, warrants, bank statements *or* an attestation by Partner's CFO or equivalent financial authority

#### SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smapply.io/res/p/nmcbresources/>
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to [lucy.stanus@state.nm.us](mailto:lucy.stanus@state.nm.us)

#### PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Lucy Stanus) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at [lucy.stanus@state.nm.us](mailto:lucy.stanus@state.nm.us) or by phone at 505-660-4734.

YEAR	Vendor	***Grant with NM State***	AMOUNT
<b>Operation Budget for clean-up</b>			
2022	Kassis Digital Billboards	All 5 sides per month 1900.00	22,800.00
2022	Ampersand	Coloring Actived Books	2,798.49
2022	Larry The Litter-Bug	Mascot Costum	360.00
2022	Keep America Beauiful	Keep America beautiful	3,500.00
2022	Trash Bags	Amazon	375.00
2022	Gloves	Amazon	540.00
2022	Vest	Amazon	150.00
2022	Litter Grabber	Amazon	150.00
		<b>Total</b>	<b>30,673.49</b>
<b>Adversiting This would only be used if we don't get the grant and lodgers tax</b>			
2022	Radio	MTD AND NOALMARK	2,500.00
2022	Ampersand	Signs for parks, and city property	5,000.00
2022	Awesome graphic	T-Shirts to give away and tote bags	5,000.00
2022	Hobbs News-Sun	Ad's for Neighborhood Clean-up	5,000.00
		<b>Total</b>	<b>17,500.00</b>
		<b>Grand Total</b>	<b>48,173.49</b>
		<b>Our part</b>	<b>12,043.37</b>

## Detail Description of request

Carlsbad Hwy, Lovington Hwy, Grimes, and Main St. (lovington)

3,000 activied books to be given away at elementary schools to educate on littering.

to be use as events and schools to bring awareness and educate the public

Keep America Beautiful Membership

Amazon \$22.00 for 100 bags X 15 boxes for the whole year. Total 1,500 trash bags

Amazon gloves @15.00 per box for 12, X 36 for the year, total 540 gloves

Amazon safety vests @30.00 per box for 10, X 5 box per year, Total 50 vest (REUSE)

Amazon Litter Grabber @30.00 per box for 2, X 5 box per year, Total 10 grabbers (REUSE)

Radio Ads for Lets all win, Toss it in the bin

Signs for Lets all win, Toss in in the bin

Give aways ( if allowed) We also have sponsors

Ad's to market Clean-ups.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

SUBJECT: A Resolution Authorizing the Mayor to Execute a Lease Agreement with Congresswoman Yvette Herrell for Congressional Office Space

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: March 30, 2021
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

Congresswoman Yvette Herrell has expressed interest in leasing 975 square feet of office space located on the second floor of the annex to City Hall at 200 E. Broadway, Hobbs, NM 88240. This office space has historically been used by past incumbents of New Mexico's 2nd Congressional District.

Fiscal Impact:

There is no fiscal impact for this Resolution.

Reviewed By: [Signature] Finance Department

Attachments:

Resolution; Copy of U.S. House of Representatives District Office Lease; District Office Lease Attachment

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The Commission should consider this Resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7038

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A LEASE AGREEMENT WITH CONGRESSWOMAN YVETTE HERRELL FOR  
CONGRESSIONAL OFFICE SPACE

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to execute on behalf of the City of Hobbs a Lease Agreement with Congresswoman Yvette Herrell for 975 square feet of office space and access to common conference room located on the second floor of the annex of City Hall located at 200 E. Broadway, Hobbs, New Mexico 88240. A copy of the Lease Agreement is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 5<sup>th</sup> day of April, 2021.

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

ATTEST:

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

## District Office Lease – Instructions

**NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

**The term for a District Office Lease for the 117th Congress may not commence prior to January 3, 2021.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.**

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2021); and (2) date lease ends (must be on or before January 2, 2023).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 117th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 117th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, \_\_\_\_\_  
City of Hobbs \_\_\_\_\_, 200 E. Broadway, Hobbs, New Mexico 88240

(Landlord's name) (Landlord's street address, city, state, ZIP code)  
("Lessor"), and Congresswoman Yvette Herrell, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

- 1. Location.** Lessor shall lease to Lessee 975 square feet of office space located at 200 E. Broadway  
(Office street address)  
in the city, state and ZIP code of Hobbs, New Mexico 88240.  
(Office city, state and ZIP)
- 2. Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- 3. Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2021 and ending January 2, 2023. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the Congress to which the Member is elected.
- 4. Rent.** The monthly rent shall be \$0.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- 5. Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- 6. Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- 7. District Office Lease Attachment for 117th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress.
- 8. Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 9. Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 117th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

{*Signature page follows.*}

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 3 of 3 – 117th Congress)

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

**City of Hobbs (NM)**

*Print Name of Lessor/Landlord/Company*

**Yvette Herrell**

*Print Name of Lessee*

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

*Lessor Signature*

Name: Sam D. Cobb

Title: Mayor

\_\_\_\_\_

*Lessee Signature*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Date*

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

## District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Amendment submitted for a Member/Member-Elect's District Office.

**NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

**The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.**

**A few things to keep in mind:**

- A. **The Member/Member-Elect is required to personally sign the documents.**
- B. **The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.**
- C. **The Member/Member-Elect must indicate in Section A (“Lease Amenities”) whether the proposed leased space will serve as a flagship district office.**
- D. **Section B (“Additional Terms and Conditions”) of the Attachment SHALL NOT have any provisions deleted or changed.**
- E. Even if rent is zero, an Attachment is still required.
- F. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-226-0357).
- G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-226-0357).
- H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- I. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).**

## District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

### SECTION A (Lease Amenities)

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

#### To be completed by the Lessor (required amenities):

\* **High-Speed Internet Available Within the Leased Space.**  
Please list any internet providers known to provide service to the property:

\* **Interior Wiring CAT 5e or Better within Leased Space.**

#### To be completed by the Lessor (optional amenities):

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

The Lease includes (please check and complete all that apply):

- Lockable Space for Networking Equipment.  
 Telephone Service Available.  
 Parking.     Assigned Parking Spaces  
    Unassigned Parking Spaces  
    General Off-Street Parking on an As-Available Basis  
 Utilities. Includes: Electric  
 Janitorial Services. Frequency: \_\_\_\_\_  
 Trash Removal. Frequency: \_\_\_\_\_  
 Carpet Cleaning. Frequency: \_\_\_\_\_  
 Window Washing.     Window Treatments.  
 Tenant Alterations Included In Rental Rate.  
 After Hours Building Access.  
 Office Furnishings. Includes: \_\_\_\_\_  
 Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No  
 Building Manager.  Onsite  On Call    Contact Name: Tommy Trevino  
   Phone Number: 575-602-3929    Email Address: ttrevino@hobbsnm.org

#### To be completed by the Member/Member-elect (required):

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

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.

## **District Office Lease Attachment**

(Page 2 of 5 – 117th Congress)

### **SECTION B** **(Additional Lease Terms)**

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

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Attachment**

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.*

## **District Office Lease Attachment**

(Page 4 of 5 – 117th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.



## District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

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

<u>City of Hobbs (NM)</u> <i>Print Name of Lessor/Landlord</i>	<u>Yvette Herrell</u> <i>Print Name of Lessee</i>
By: _____ <i>Lessor Signature</i> Name: Sam D. Cobb Title: Mayor	_____ <i>Lessee Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov
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**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date January 2, 20\_\_\_\_.  
(Administrative Counsel)

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357.</i>
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# U.S. House of Representatives

## Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

### INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

**RETURN FORM TO:** vendorEFT@mail.house.gov **FAX NUMBER:** (202) 225-6914

### SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515  
 AGENCY IDENTIFIER 53-6002523 AGENCY LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277

### SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN		BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN																																																			
ADDRESS/CITY/STATE/ZIP		Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN) <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> <span style="font-size: 20px;">-</span> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> <span style="font-size: 20px;">-</span> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> <span style="font-size: 20px;">or</span> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> <span style="font-size: 20px;">-</span> <div style="border: 1px solid black; padding: 2px;"> <table style="border-collapse: collapse;"> <tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr> </table> </div> </div>																																																			
CONTACT PERSON NAME		PURCHASE ORDER ADDRESS/CITY/STATE/ZIP																																																			
EMAIL		PO EMAIL																																																			
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER																																																		

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

Individual/Sole Proprietor or Single Member LLC  
  C Corporation  
  S Corporation  
  Partnership  
  Trust/Estate

**Limited Liability Company.** Check the tax classification:  
  C corporation  
  S corporation  
  Partnership  
 Note. For *single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

**Government Entity.** Check the tax classification:  
  Federal  
  State  
  Local

Other \_\_\_\_\_

**Exemptions** (codes apply only to certain entities, not individuals):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

### SECTION III FINANCIAL INSTITUTION INFORMATION (U.S.)

BANK NAME	TELEPHONE NUMBER
NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER
TYPE OF ACCOUNT	<input type="radio"/> CHECKING <input type="radio"/> SAVINGS <input type="radio"/> LOCKBOX

### SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business  
 Large Business-No Socio-Economic Designations  
 Minority  
 SmBusiness  
 Sm-Disadv/Minority  
 Sm-Disadv Only  
 SmMin Only

Sm-Disadvantaged Business Prog  
 8 (a) Firm  
 HUBZone Program  
 HUBZone Eligible  
 Emerging Small Business  
 Women-Owned Business

Other Preference Programs  
 Buy Indian  
 Directed to JWOD Non-Profit  
 No Preference/Not Listed  
 Small Business Set-Aside  
 Very Small Business Set-Aside

Veteran Owned Status  
 Non-Vet Owned SmBus  
 Other Vet Owned SmBus  
 Serv-Disabled Vet Other Bus  
 Serv-Disabled Vet Owned SB  
 Vet-Owned Other Bus

Size of Business:  
 (A) 50 or less  
 (B) 51-100  
 (C) 101-250  
 (D) 251-500  
 (E) 501-750  
 (F) 751-1,000  
 (G) Over 1,000  
 (M) 1 million or less  
 (N) 1.1-2 million  
 (P) 2.1-3.5 million  
 (R) 3.1-5 million  
 (S) 5.1-10 million  
 (T) 10.1-17 million  
 (Z) Over 17 million

### SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME	TITLE/POSITION
SIGNATURE	DATE
	TELE

**Instructions for Completing  
U.S. House of Representatives  
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

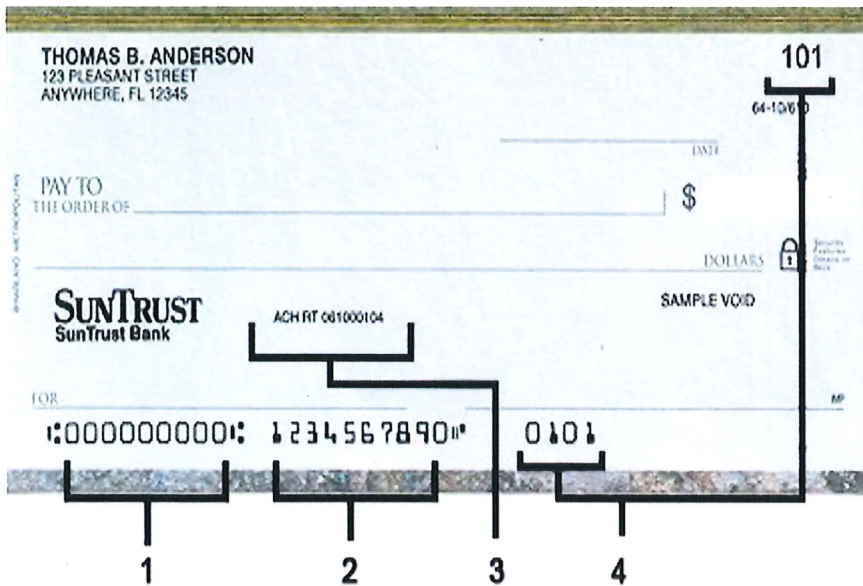
**ACH Account Information Located on a Check or Deposit Ticket**

FINANCIAL INSTITUTION NAME                      name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN)              financial institution's 9 digit routing transit number;  
*found on the bottom of a check or deposit ticket or from your Financial Institution*

ACCOUNT TITLE                                      employee's or vendor's name on the account

ACCOUNT NUMBER                                account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 05, 2021


SUBJECT: JWC Environmental Influent Auger Assembly. Sole Source Purchase  
DEPT. OF ORIGIN: Utilities Department  
DATE SUBMITTED: March 16, 2021  
SUBMITTED BY: Tim Woomer, Utilities Director

**Summary:**

The current Influent Auger Assembly (Auger Monster) was installed in 2001 and has reached the end of its lifecycle due to wear on the auger and casing. This unit does not have a backup and is critical to WWRF operation due to its primary function of removing rags and larger inorganic solids from the influent wastewater stream. Without this unit, those rags and larger inorganic solids plug and foul downstream processes and equipment. Failure of those downstream processes and equipment could result in extended downtime and result in a NMED Discharge Permit (DP-37) violation. This will be a Sole Source Purchase because JWC Environmental is the only manufacturer of this equipment and no other vendor can supply a replacement unit.

The cost to provide a complete JWC Environmental Influent Auger Assembly, delivered to the City of Hobbs WWRF is \$100,313.36.

**Fiscal Impact:** \$100,313.36

Reviewed By:   
Finance Department


Quote 59193-RevA: \$100,313.36

Project is wholly funded within the City of Hobbs Enterprise Fund and is included in the FY 2020-2021 budget; Account Number 634370-43015.

**Attachments:**

Quote No. 59193-RevA and supporting Sole Source documentation

**Legal Review:**

Approved As To Form:   
City Attorney

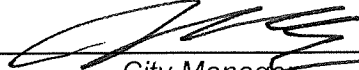
**Recommendation:**

Approve the purchase of one (1) JWC Environmental Influent Auger Assembly (Auger Monster) in the amount of \$100,313.36.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_

Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

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

CITY OF HOBBS  
SOLE SOURCE/EMERGENCY PURCHASE

TO: CPO \_\_\_\_\_  
FROM: Bill Griffin \_\_\_\_\_  
DATE: 3/5/2021 \_\_\_\_\_

CHECK ONE: SOLE SOURCE  EMERGENCY PURCHASE

ITEM(S)/SERVICES(S) TO BE PURCHASED: Replacement JWC Environmental Influent Auger Assembly

Award To (If new vender make sure address is on this form): JWC Environmental

2600 S. Garnsey Steet

Santa Ana, Ca 92707

800-331-2277/714-549-4007

Phone/Fax Number:

UWE Rabler

Point of Contact:

COST: \$100,313.36

The WWRF uses a grinder and auger to breakdown and separate large solids from the incoming wastewater stream. The auger assembly has been in service since 2001 and has reached the end of its life cycle due to wear on the auger and casing. This unit is critical to the operation of the WWRF by removing rags and other large inorganic solids from the wastewater stream that plug and foul downstream processes and equipment. JWC Environmental is the manufacturer of this equipment and no other vendors can supply a drop in interchange unit.

Account Number: 63-4370-43015

Prepared By: Bill Griffin

Department Approval: *Lin Woomey*

CPO: \_\_\_\_\_

To: Bill Griffin

Date: 03/24/2020

Subject: Sole Source for Muffin Monster Parts  
Federal Tax ID# 45-2771126

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

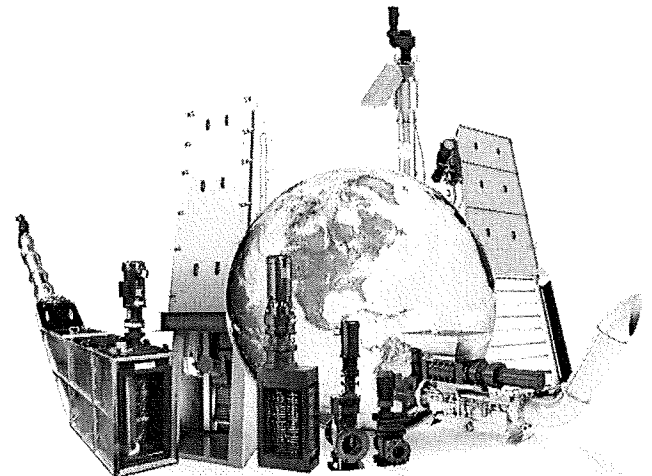
JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

All repairs will be performed at a JWC Environmental Service Center and will come with a one (1) year warranty.

Please feel free to contact me at 800-331-2277 or [@jwce.com](mailto:@jwce.com) if we can provide any additional information.

Best Regards,

Customer Service  
Phone: 800-331-2277  
Fax: 714-549-4007  
Email:







Customer Service Center  
 2600 S. Garnsey Street  
 Santa Ana, CA 92707 USA  
 Phone: 949 833-3888  
 Toll Free: 800 331-2277  
 Fax: 714 549-4007

**Customer:** 6008670  
 Bill Griffin  
 Hobbs Utilities, City of  
 Attn: Accounts Payable  
 200 E Broadway St  
 Hobbs, NM 88240-8425

**Quote Number:** 59193 RevA  
**Quote Date:** 03/05/2021  
**Terms:** NET 30 DAYS  
**Pricing:** Valid 60 Days  
**FOB:** Origin  
**Lead Time:** 10-12 Weeks ARO / Shipping & Handling Included  
**Grinder Serial #:** 28940

US  
 (575)397-9315

bgriffin@hobbsnm.org

**Project:** City of Hobbs WWTF

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
AUGER	AUGER MONSTER Scope of supply to include: AMA5000-285 auger, 45 deg. inclination, 304 stainless steel trough & casings, 6mm perforated screen, 13250mm transport segment, bottom discharge, nom. 12" dia. alloy-steel spiral with nylon brush, 160:1 speed reducer, 3HP TEXP 460V/3PH/60HZ electric motor, stainless steel spray wash with manual ball valve solenoid, 45 deg. saddle supports. Does not include: controller  Reference Auger Monster Layout Drawing AMD5010-33904 *Extra long auger spiral will be supplied in two pieces. Field welding will be required.  Auger SN: TBD	1	\$93,160.00	\$93,160.00
SD-264	JIG, WELDMENT SPIRAL STL	1	\$685.23	\$685.23
	AMC1106-5032-SS FR 10in AMD5010 32-32 3/4W	1	\$0.00	\$0.00
CDC1101-5031-SS	FRAME, 31 32-3/4in C/W, SS	1	\$0.00	\$0.00
AMA1006-5002-SS	ASSY, ANGLE MOUNTING CHNL 5000 SS	2	\$0.00	\$0.00
AMA1041-SS	ASSY, ANGLE MOUNTING CHNL SS	2	\$0.00	\$0.00



Customer Service Center  
 2600 S. Garnsey Street  
 Santa Ana, CA 92707 USA  
 Phone: 949 833-3888  
 Toll Free: 800 331-2277  
 Fax: 714 549-4007

AMA1106-5001-SS	INSERT ASSY,CDD5010-AD SS	1	\$0.00	\$0.00
AMA1051-0001-SS	FLOAT SWTCH SPT ASY 304SS	1	\$0.00	\$0.00
MANUALS	O&M MANUALS Include with equipment: (2) copies	2	\$0.00	\$0.00
FSU	Factory Start Up Assist and Welding	1	\$4,000.00	\$4,000.00
	Please note that lifting equipment will be required and is not included in this scope. Customer is responsible for providing the lifting equipment and removal of existing equipment.			
Shipping	Shipping & Handling Standard Shipping & Handling Included	1	\$0.00	\$0.00
TARIFF	Tariff Surcharge	1	\$2,468.13	\$2,468.13

*Please verify serial number is correct.*

<b>Sub Total</b>	<b>\$100,313.36</b>
<b>Tax</b>	
<b>Total</b>	<b>\$100,313.36</b>

**Notes:**

1. Please fax or mail a purchase order for the total amount and we can process your order.  
Please include the following:  
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

**Thank-You for your Business!**

**JWC Environmental Inc**  
**Yesenia Esquivel**  
**Customer Service**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 05, 2021

SUBJECT: Alfa Laval ALDEC G2-60 Biosolids Centrifuge; Sole Source Purchase  
DEPT. OF ORIGIN: Utilities Department  
DATE SUBMITTED: March 16, 2021  
SUBMITTED BY: Tim Woomer, Utilities Director

**Summary:**

The current backup biosolids processing centrifuge is out of service and cannot be repaired due to age (23 years old) and normal equipment attrition. The backup centrifuge provides biosolids processing during primary centrifuge maintenance and repair. Centrifuges are specialized equipment and the entire rotating assembly has to be shipped to the repair facility for major repairs and scheduled rebuilds. These repairs can take several weeks to complete and during these maintenance periods, the WWRF relies on the backup centrifuge to provide biosolids processing. Without a backup centrifuge, the WWRF would be unable to process biosolids and could violate the Facility's Discharge Permit (DP-37). The primary centrifuge is an Alfa Laval ALDEC G2-60 and the purchase of the same make and model centrifuge allows the stocking of a single set of spare parts to cover maintenance requirements and also streamlines training, maintenance, and operations.

Alfa Laval is the manufacturer of the ALDEC G2-60 centrifuge and utilizes RoCaam Corporation as the exclusive regional manufacturer's representative for sales and support. This will be a Sole Source Purchase from Alfa Laval through RoCaam Corporation.

The cost to provide a complete centrifuge and controls package, delivered to the City of Hobbs WWRF and including 10 days testing and commissioning is \$ 338,400.00 (not including NMGRT).

**Fiscal Impact:** \$361,454.00

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

*Finance Department*

Quote 0108583:	\$ 338,400.00
<u>NMGRT:</u>	<u>\$ 23,054.00</u>
Total	\$ 361,454.00

Project is wholly funded within the City of Hobbs Enterprise Fund and is included in the FY 2020-2021 budget in Account Number 624062-44901-00286.

**Attachments:**

Alfa Laval quote No. 0108583 and supporting sole source documentation

**Legal Review:**

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

*City Attorney*

**Recommendation:**

Approve the purchase of one (1) Alfa Laval ALDEC G2-60 Centrifuge and Controls Package in the amount of \$361,454.00, including NMGRT.

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_

Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_

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

CITY OF HOBBS  
SOLE SOURCE/EMERGENCY PURCHASE

TO: CPO  
FROM: Bill Griffin  
DATE: 3/5/2021

CHECK ONE: SOLE SOURCE  EMERGENCY PURCHASE

ITEM(S)/SERVICES(S) TO BE PURCHASED: Alfa Laval G2-60 Decanter Centrifuge and Control Panel.

Award To (If new vender make sure address is on this form): Alfa Laval, Inc.

5400 International Trade Drive

Richmond, Va. 23231

303-993-4256

Phone/Fax Number:

John Moccero

Point of Contact:

COST: \$361,454.00 (Incl NMGRT)

The WWRF uses a centrifuge to dewater the digested biosolids before sending it to the sludge  
dryer. The WWRF has a backup centrifuge that is used when the primary centrifuge is down for  
major repairs taking several weeks to complete. The current backup centrifuge is out of service  
and is unrepairable due to age (23 years) and wear on the decanter bowl. Without a backup cent-  
rifuge the concentration could increase to the point that the effluent water could no longer be  
reused beneficially and would violate the NMED Discharge Permit. In purchasing the same make  
and model of the main centrifuge, we are able to utilize our current spare parts inventory to fill  
the requirements of both units. Alfa Laval is the manufacturer of this equipment and no other  
vendors can supply a drop-in interchange unit. This will be a sole source purchase from Alfa  
Laval through The Rocaam Corp. as the regional manufacturer's representative.

Account Number: 62-4062-44901-00286

Prepared By: Bill Griffin

Department Approval: 

CPO: \_\_\_\_\_

## **Sole Source Notification**

3/03/21

This is to certify that The RoCaam Corp., is the sole provider in Colorado, New Mexico, Wyoming and Montana of units and parts for Alfa Laval Centrifuges, Rotary Drum Thickeners, Spiral Heat Exchangers and Ashbrook Simon-Hartley Belt Filter Presses and Gravity Belt Thickeners.

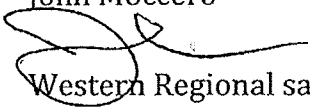
RoCaam is also the sole provider in the above referenced states minus New Mexico for JDV Equipment Corp units and parts including but not limited to Shafted and Shaftless Screw Conveyors, Digester Covers, Grit Classifiers and Heat Exchangers.

Should you have any questions, please do not hesitate to contact our office.

Best Regards,

Roger Shultz  
The RoCaam Corp.  
(303)993-4256

John Moccero



Western Regional sales Manager  
Alfa Laval. Inc.  
(832)683-7205

March 9, 2021



To: Mr. Bill Griffin  
City of Hobbs  
200 E. Broadway St.  
Hobbs, NM 88240

Alfa Laval Inc.  
5400 International Trade Drive  
Richmond, VA 23231  
Tel: 303-993-4256

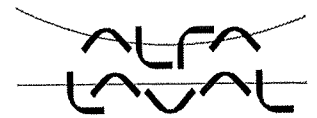
Subject: City of Hobbs, NM  
Firm Proposal – ALDEC G2-60 Centrifuge  
Alfa Laval Reference No: 0108583

Dear Mr. Griffin:

On behalf of Alfa Laval and our local representative, The RoCaam Corp., we are pleased to present this Firm Proposal for Alfa Laval ALDEC G2-60 Centrifuge (similar to machine # 5121111) for dewatering of sludge.

**One (1) ALDEC G2-60 Centrifuge** will come complete and include the following scope of supply:

- Modular frame with process contact areas in 316 SS
- Vibration isolators
- Singular cover in 316 SS (covers belts, rotating assembly and gearbox)
- Abrasion protection (Tungsten Carbide on wear surfaces)
- Rotating assembly complete with 8 kNm DD gearbox and pillow block bearings
- All bearings grease lubricated
- Vibration and temperature sensors in main bearing housings
- Main drive Motor: 75 Hp AC VFD
- Back drive Motor: 20 Hp AC VFD
- Centrifuge Starter / Control Panel, NEMA 12, painted steel, floor mount enclosure, 72"H x 72"W x 24"D on 12" floor stand, w/HD Panel Supports, assembled, prewired and shop tested including:
  - 1- Enclosure Fan Cooling System, NEMA 12
  - 1- Interior cabinet lighting w/convenience receptacle
  - 1- 200A Main Fused Disconnect Switch w/Thru-Door Operator
  - 3- 200A Main Input Fast Acting Fuses
  - 1- 480/120 Control Power Transformer w/primary & secondary fusing
  - 1- ABB ACS880-01-124A-5 AC Main Drive VFD, 100HP, ND, 124 Amps, 480V variable torque, operator keypad, & Ethernet Comms.
  - 1- ABB ACS880-01-027A-5 AC Back Drive VFD, 20HP, ND, 27 Amps, 480V, operator keypad, DC Bus Fuses, Ethernet Comms.



- 1- Common DC Bus Connection
- 5-120V Control Power Circuit Breakers
- 1 - Siemens PLC System with S7 1500 CPU Cat. #6ES75163AN020AB0
- 1- Rockwell 1783-US8T (8) Port Unmanaged Stratix Ethernet switch
- 1- Dell E3002 Gateway
- 1- Helm Instrument Strain Gage Input Module
- 1- Elapsed Time Meter
- 1- Allen Bradley 24VDC Power Supply/UPS
- 1- Illuminated 24VDC Power On/Inhibit Selector Switch
- 1- Grace P-R2-K3RF0 Data/Power Port, Door Mounted
- 1- Terminal Strip for external control wiring terminations including 10% Spares
- Centrifuge HMI Panel, NEMA 4X, 304SS wall mount, 24"x24"x8", complete assembled, prewired and shop tested including
  - 1- Siemens TP1200 Color 12" Comfort Panel OIT
  - 1- Grace P-R2-K3RF0 Data/Power Port, Door Mounted
  - 1- Illuminated Alarm Present/Acknowledge Pushbutton
  - 1- Illuminated Estop Active/Reset Request Pushbutton
  - 1- Alarm Sounder with LED Light
  - 1- Anybus WAP Wireless Bolt
  - 1- Terminal Strip for external control wiring terminations including 10% Spares
- Standard Flexible connectors
  - Feed Flexible Connection, 316SS/SBR 2" 150# Flange x 2" Suction/Discharge Hose x 26" Long, with 316SS Fasteners
  - Polymer Flexible Connection, 316SS/PTFE 3/4" BSP x 3/4" NPT x 24" Long PTFE Lined SS Braided Hose
  - Solids Flexible Connection 2-Ply CI Neoprene x 12 1/2" Tall EJ with 304SS Backer bars & Urethane Wear Liner
- Solids Sample Chute, 316SS with 3" Sample Port w/Plug, with 316SS Fasteners
- Centrate Funnel 316SS – Funnel with 8" 125# Plate Flange and Discharge Hose (Flexible Connection), 1" Valved Sample Port, 316SS Fasteners
- Factory Paint System
- One (1) set required lubricants
- One (1) set of required spares
- Freight to jobsite, DDP Incoterms 2020 (unloaded by others)

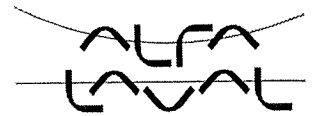
**Also included** with pricing:

- One (1) year warranty against defects in workmanship
- Up to Ten (10) days of service and Two (2) round trips for on Start-up, Training, and Testing.
- Submittals and O&M Manuals

**Not included** in pricing:

- Field wiring, conduit, flexible connections
- Piping, Venting & Valves
- Anchor bolts
- Tools





- Polymer & Polymer System
- Flow meters and Pressure gauges
- Conveyor and/or Diverter gate
- Feed pump and Grinder/Macerator
- Laboratory Fees
- Unloading at jobsite and Installation
- Storage and Handling fees
- Taxes and bonds

<b>PRICE FOR ONE (1) ALDEC G2-60 CENTRIFUGE, AS DESCRIBED ABOVE</b>	<b>\$338,400.00 + anticipated NMGRT of 6.8125% =</b>
<b>PAYMENT TERMS</b>	<b>\$361,454.00</b>
<b>PRICE VALIDITY</b>	10% with PO 10% upon Submittal Approval, NET 30 days 75% upon Delivery, NET 30 days 5% upon Final Acceptance, NET 30 days 60 Days
<b>ESTIMATED LEAD TIMES</b>	Submittals: 8-12 weeks after approved PO. Centrifuge delivery: 23-25 weeks after release to manufacturing

**NOTES OF CLARIFICATION:**

1. This proposal is based on providing an exactly similar ALDEC G2-60 to the existing machine with serial # 5121111. The controls will be per our current standards and as agreed during a call with our automation expert on February 4<sup>th</sup>, 2021. Please note that no other plans or specifications were provide to Alfa Laval during the quote process.
2. Warranty covers defects in materials and workmanship for twelve (12) months after startup or beneficial use or eighteen (18) months after shipment whichever comes sooner. Alfa Laval reserves the right to review operating and maintenance records to ensure compliance.
3. Service time for start-up assistance is included with this price. Any additional service time resulting from non-warranty delays will be charged at the rate in effect at the time of service.
4. Alfa Laval will recommend anchor bolt sizing. Anchor bolts are to be supplied by the installing contractor. Contractor shall remain responsible for meeting all relevant electrical codes.
5. The process performance (cake solids, loading, hydraulic throughput, etc.) achieved by the centrifuge will be similar to the existing ALDEC G2-60.
6. Anything not explicitly stated in this proposal is not included.

City of Hobbs, NM  
Proposal – ALDEC G2-60 Centrifuge  
Alfa Laval reference No: 0108583  
February 12, 2021



If you have any questions or require any additional information, please contact our representative, Roger Shultz with The RoCaam Corp. at 303-993-4256.

Sincerely,

*Roger Shultz*

Roger Shultz  
Representative for Alfa Laval Inc.  
rshultz@rocaam.com



## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations, orders, and contracts for Alfa Laval Inc. products (hereafter "Equipment") and associated services ("Services") As used in these Terms and Conditions, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to these Terms and Conditions and, if applicable, on the attendant quotation, both of which form a part of the contract between us and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect to this sale and any conflicting terms and conditions of yours, whether or not signed by you. Any terms and conditions contained in your purchase order or request for quotation or other form which are different from, in addition to, or vary from these Terms and Conditions are expressly rejected, shall not be binding upon us, and are void and of no force or effect. These Terms and Conditions may not be changed except by the written agreement of both parties.

2. **PRICES:** Unless otherwise specified in writing, all quoted prices are in U.S. Dollars and are firm for thirty (30) days from the date of offer. Prices quoted are exclusive of taxes, freight and insurance, and you agree to pay any and all sales, revenue, excise or other taxes (exclusive of taxes based on our net income) applicable to the purchase of Equipment. If you claim an exemption from any such taxes you shall provide us with a tax exemption certificate acceptable to the taxing authorities.

3. **DELIVERY; FORCE MAJEURE:** Dates for the furnishing of Services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from ordinary sources and suppliers. In addition, we shall not be liable for any such delays or for any failure to perform our obligations under an order or contract due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.

4. **SHIPMENT, RISK OF LOSS, TITLE:** All sales are made F.O.B. Alfa Laval shipping point, unless otherwise noted. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our liability for delivery ceases upon making delivery of Equipment to the carrier at the shipping point in good condition. The carrier shall be your agent. Risk of loss shall pass to you upon such delivery. Regardless of the delivery term specified, we shall retain title to the Equipment until final payment thereof has been made.



5. **CREDIT AND PAYMENT:** Payment terms are (30) days net, unless agreed otherwise by us in writing. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.

6. **SECURITY AGREEMENT:** You hereby grant us a security interest in the Equipment, including a purchase money security interest, and in such materials, proceeds and accessories thereof, to secure payment of the purchase price of the Equipment. You authorize us to file or record a purchase order or copy thereof or any UCC financing statement showing our interest in the Equipment in all jurisdictions where we may determine filing to be appropriate, and you agree to sign all such documents reasonably related thereto promptly following our request. You will not encumber the Equipment with any mortgage, lien, pledge or other attachment prior to payment in full of the price therefor.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is twelve (12) months from start-up or eighteen (18) months from delivery to you, whichever occurs first (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we shall repair, replace, or, at our option, refund you the price of the defective Equipment or part thereof.

(b) For repairs, parts and Services provided by us, we warrant to you that the repairs, parts and Services we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the Equipment which required the repairs, parts or Services is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of completion of the



repair or other Services, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or Services you must promptly notify us in writing and we shall correct such defect with either new or used replacement parts or reperform the Services as applicable. If we are unable to correct the defect after a reasonable number of attempts, we will provide a refund of the price paid for the defective repair, parts or Services.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. The remedies set forth above are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) The warranties set forth above are inapplicable to and exclude any product, components or parts not manufactured by us or covered by the warranty of another manufacturer. We shall have no responsibility for defects, loss or damage to the extent caused by (i) normal wear and tear, (ii) your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iii) repairs or modifications by you or by others not under our direct supervision, or (iv) a product or component part which we did not design, manufacture, supply or repair.

(e) **DISCLAIMER OF IMPLIED WARRANTIES.** THE WARRANTIES SET FORTH ABOVE AND IN SECTION 12 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. In no circumstance, shall we be liable for, however such damages are characterized, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, or loss of prospective economic advantage. OUR AGGREGATE LIABILITY FOR FAILURE TO PERFORM, BREACH OF WARRANTY OR BREACH OF OTHER CONTRACTUAL OBLIGATIONS SHALL NOT EXCEED THE TOTAL PRICE PAID TO US FOR THE EQUIPMENT AND SERVICES THAT ARE THE SUBJECT OF ANY CLAIM BY YOU.

11. **OWNERSHIP:** All drawings, designs, specifications, data and other proprietary rights supplied by us (including without limitation in connection with the Equipment) have been prepared or assembled by us and are (and shall remain) exclusively your property, and upon our request you agree to execute any additional documents needed to give effect to the foregoing. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be disclosed, reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used for furnishing information and/or disclosed, in whole or in part, to others or otherwise for any purpose not specifically authorized in a writing signed by one of our corporate officers.



## 12. PATENT INFRINGEMENT

(a) We make no express or implied warranties of non-infringement with respect to the Equipment. We will, however, defend, indemnify and hold you harmless from any third party apparatus claims based upon an issued U.S. patent to the extent such claim relates to the Equipment supplied and sold to you; provided, however, that we undertake no indemnification in respect of third-party rights (i) where the alleged patent infringement is based upon or related to any method, process or design claims in third-party U.S. patents, any combination of the Equipment with other equipment not supplied by us, or any modifications of the Equipment made by you and not approved by us, or (ii) to the extent the alleged infringement is directly attributable to the negligence or intentional misconduct of you or otherwise for which you are obligated to indemnify us for under paragraph 12(c).

(b) We shall assume defense of a claim at our expense in accordance with these Terms and Conditions, provided you shall notify us within 30 days of your receipt of notice of an alleged third-party claim that you believe would entitle you to patent infringement indemnification pursuant to paragraph 12(a). You acknowledge and agree that we shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 12(a)(i) or (ii), you shall indemnify and hold us harmless for all expenses as well as any awards of damage assessed against us, and, without limiting any of our other rights and remedies available at law or in equity, we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder (whether such is integrated into the Equipment or otherwise operates alongside the same), you are hereby granted a non-exclusive, non-sublicenseable, non-transferable, royalty free license to access and use such software as provided and as intended with our Equipment. Without limiting the foregoing, under the foregoing license you may specifically: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form solely for back up purposes in support of your use of our software on the Equipment provided in accordance with these Terms and Conditions; and (iii) create one additional copy of the software for archival purposes only. This license may only be assigned, sublicensed or otherwise transferred by you with our prior written consent. You hereby recognize and acknowledge that the



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software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval (or its licensors) and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software as contemplated herein. The software is subject to the confidentiality obligations set forth below in paragraph 15.

15. **CONFIDENTIALITY:** Subject to any non-disclosure or confidentiality agreement already in effect between us, any drawings, data, software or other information exchanged between us is proprietary or confidential to us and shall not be used or disclosed by you without our prior written consent. Confidential information shall not be any information that (i) is known previously to you under no obligation of secrecy; (ii) becomes known to the public through no breach of an obligation of secrecy by you; or (iii) is independently developed by you without use or reference to any of the confidential information or materials provided to you by us.

16. **INAPPLICABILITY OF CISG:** The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sale or order or the contract between us.

17. **GOVERNING LAW & VENUE:** These Terms and Conditions and any dispute or claim arising out of or related to an order or the contract between us shall be finally decided in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws. You agree that the venue for any such dispute shall lie in the United States District Court for the Eastern District of Virginia, Richmond Division. In the event that federal jurisdiction cannot be established pursuant to 28 U.S.C. §§ 1331 or 1332, the venue for any such dispute shall lie in the Circuit Court of Henrico County, Virginia. You expressly submit and waive any objection to the sole and exclusive jurisdiction of such courts.

18. **GENERAL:** All previous agreements or understandings between us, either oral or written, with regard to the subject order, with the exception of a pre-existing non-disclosure agreement between us, are void and these Terms and Conditions constitute the entire agreement between us with respect to the matters addressed herein. Neither of us shall assign an order or contract to which these Terms and Conditions apply without the prior written consent of the other party, which consent shall not be unreasonably withheld. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision herein. No waiver by either of us of any default or breach by the other party will operate as or be deemed a waiver of any subsequent default or breach.



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

**SUBJECT: AUTHORIZING THE MAYOR TO APPROVE THE SOLE SOURCE PURCHASE OF LIFE TECHNOLOGIES RAPIDHIT DNA ID SYSTEM.**

DEPT. OF ORIGIN: **Hobbs Police Department**  
DATE SUBMITTED: **3/15/2021**  
SUBMITTED BY: **Chief John Ortolano**

Summary: The RapidLink DNA ID System is an instrument that helps obtain DNA profiles in less than 90 minutes for investigative purposes. With this instrument, and its proper use, we could see a significant reduction in crime and the identification of offenders more rapidly than ever before.

Fiscal Impact: **\$104,009.65**

Reviewed By:   
Finance Department

Budget# **010203-43006**

Equipment over **\$5,000 – 100,335.00 (Rapid DNA Instrument)**

Equipment over **\$5,000 – 24,995.00 (Refill Cartridges)**

**If approved, the sole source purchase will require the City of Hobbs to place quote on the City of Hobbs website for 30 days before a purchase order can be issued. (City of Hobbs Procurement Ordinance / NM State Procurement Ordinance.)**

Attachments:

**Life Technologies Corporation proposal and Sole Source letter.**

Legal Review:

Approved As To Form:   
City Attorney

**This agreement was reviewed by the City Attorney**

Recommendation:

**Motion authorizing the Mayor to approve the purchase between the City of Hobbs and Life Technologies Corporation.**

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. \_\_\_\_\_



08 January 2021

Attention: Captain Shane Blevins  
Criminal Investigations Division  
Hobbs Police Department  
300 Turner Street  
Hobbs, NM 88240

Re: Sole Source Justification – RapidHIT™, Applied Biosystems RapidHIT ID™ & Applied Biosystems RapidLINK™ Software

**To Whom It May Concern:**

In support of a sole source manufacturer justification for procurement purposes, I am pleased to inform you that these product(s) listed below are currently solely manufactured and distributed by Applied Biosystems, a part of Life Technologies Corporation, a part of Thermo Fisher Scientific, Inc.:

- RapidHIT™ – Instrument, Consumables, & Service
- Applied Biosystems RapidHIT ID™ – Instrument, Consumables, & Service
- Applied Biosystems RapidLINK™ – Software

Sincerely,



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**Dennis Young**

**Director of Sales, Human Identification, North America**

Thermo Fisher Scientific | HID

180 Oyster Point Blvd. East, South San Francisco, CA, , USA

E: Dennis.Young@Thermofisher.com T: +1 415 819 1226

# Quotation

PAGE 1 of 3

Life Technologies Corporation  
 North America  
 5781 Van Allen Way  
 Carlsbad, CA 92008 U.S.A.  
 (800) 955-6288

To: NA  
 CITY OF HOBBS  
 200 E BROADWAY  
 HOBBS NM 88240

**Quote No.:** 21123764  
 Quote Valid To: 07/30/2021  
 Quote Date: 01/11/2021  
 Pay Terms: Net 30 Days  
 Freight Terms: FOB FACTORY - FRT  
 FREE

Telephone No. 575-397-9265  
 Fax No.

**Please reference Quote No.  
 when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
0001	A41810	AB RAPIDHIT ID SYSTEM	1.00	158,100.00	100,258.00	100,258.00
0002	A41813	AB RLINK SW V1.0 1LIC This product is for single RapidLINK License	1.00	10,300.00	0.00	0.00
0003	A41816	AB RLINK SW V1.0 SED APP This product is for an annual subscription for the Staff Elimination Database Application.	1.00	5,180.00	0.00	0.00
0004	A41817	AB RLINK SW V1.0 KIN APP This product is for an annual subscription for the Kinship Application	1.00	5,180.00	0.00	0.00
0005	A41818	AB RLINK SW V1.0 MATCH APP This product is for an annual subscription for the Match Application	1.00	5,180.00	0.00	0.00
0006	A41819	AB RLINK SW V1.0 FAM APP This product is for an annual subscription for the Familial Application	1.00	5,180.00	0.00	0.00
0007	A48503	RAPIDLINK LAPTOP SYSTEM This includes a laptop & power cords.	1.00	2,545.00	0.00	0.00
0008	A43942	AB RI SC 50 KIT	1.00	6,300.00	3,751.65	3,751.65

To reduce the number of pages we have to send you with every quotation, we are taking advantage of the internet to direct you to Life's General Terms and Conditions of Sale on our website. Please read the important statement below carefully.

This quotation, and Life's **GENERAL TERMS AND CONDITIONS OF SALE** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the product(s) or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's General Terms and Conditions of Sale to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's General Terms and Conditions of Sale.

Life's General Terms and Conditions of Sale can be found on Life's website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of Life's webpage.

If you have any questions, please visit our website at [www.lifetechnologies.com](http://www.lifetechnologies.com).

**Sales Representative: Your Invitrogen AM**

**Prepared by: Jared Price**

ACCEPTANCE OF THIS QUOTATION IS LIMITED TO THE ATTACHED TERMS

# Quotation

Life Technologies Corporation  
North America  
5781 Van Allen Way  
Carlsbad, CA 92008 U.S.A.  
(800) 955-6288

PAGE 2 of 3

**QUOTE NO.:** 21123764  
**QUOTE VALID TO:** 07/30/2021  
**QUOTE DATE:** 01/11/2021

To: NA  
CITY OF HOBBS

**Please reference Quote No.  
when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
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The AB RapidINTEL Sample cartridge, 50-Pack Kit contains 50 sample cartridges, 2 positive control cartridges and 2 negative control cartridges. Contents to be stored re Fridgerated (4c to 10C)

TOTAL NET PRICE 104,009.65

\*\*\* All orders made in reference to this quotation must include all part numbers and quantities as listed. If you would like to modify this order, please contact your Sales Representative at 1-800-874-9868.

### To place your Life Technologies order:

**For fastest turnaround time of your CONSUMABLES order, please visit us at [www.lifetechnologies.com](http://www.lifetechnologies.com)**

Email: [customerservice@lifetech.com](mailto:customerservice@lifetech.com) | Fax: 800.331.2286

Phone: 800.955.6288

**For INSTRUMENTS Email: [NAInstrumentOrders@thermofisher.com](mailto:NAInstrumentOrders@thermofisher.com)**

Fax (877) 680-2537 | Attn: Instruments Pricing Administration

**For FIXED PRICE and TRAINING orders, please email [servicesupport@lifetech.com](mailto:servicesupport@lifetech.com)**

or call 888.435.6862

**Thermo Fisher Financial Services (TFFS)** can arrange competitive and flexible customer financing solutions for Life Technologies instruments, maintenance services and consumables.

We now offer highly competitive financing options with low monthly payments. Please contact your local sales representative for more information on how we can meet your financing needs.

\* TFFS financing solutions are subject to credit approval and satisfactory documentation.





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN 7773, LLC, AND THE CITY OF HOBBS CONCERNING THE EXTENSION OF PUBLIC INFRASTRUCTURE TO SERVE PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF MILLEN AND JA-ROB.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: March 29, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with 7773, LLC, concerning the extension of public infrastructure southwest of the intersection of Millen and Ja-Rob. The development agreement, concerning the extension of public infrastructures, being +/- 1,335' of a 12" sewer main located within a Minor Arterial, attached hereto and made part of this Resolution requires the Developer to construct all of the required public infrastructures from the existing terminus to the western boundary of the development area. Said infrastructure being comprised of +/- 1,335' of a 12" sewer main, whereby +/- 501' would be considered an Extension curing a "GAP" that was created by the subdivision of the parent parcel located outside of the Municipal Boundaries, +/- 834 would be Fair Share Extension adjacent to the proposed Development. After receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer 100% of the actual cost (excluding GRT) for the "GAP" (+/- 501 feet) in Public Infrastructure being oversized at 12" and over depth greater than 10' as well as the oversize-over depth differential for that portion adjacent to the developers north PL, not to exceed \$96,898.00. Additionally, the Municipality shall reimburse a fair share amount being 50% of the actual cost (excluding GRT) for the public infrastructure being oversized at 12" and over depth greater than 10' adjacent to the north PL (+/- 834 feet) of the proposed Development, not to exceed \$33,464.00. The City of Hobbs Planning Board recommended approval of the Development Agreement at the regular meeting held on March 16, 2021 by a vote of 3 to 0.

Fiscal Impact: Reviewed By: Finance Department
Budget Line: 44-4044-44901-00073 (JT UIL Extension)
Gap & Fair Share Reimbursement: \$130,363.00 (Maximum fair share reimbursement)

Attachments: Development Agreement and attachments.

Legal Review: Approved As To Form: City Attorney

Recommendation: Staff recommends consideration of approval of the Development Agreement.

Approved For Submittal By: Kevin Robinson, 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. 7039

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN 7773, LLC, AND THE CITY OF HOBBS CONCERNING THE EXTENSION OF PUBLIC INFRASTRUCTURE TO SERVE PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF MILLEN AND JA-ROB.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with 7773, LLC, concerning the extension of public infrastructures, being +/- 1,335' of a 12" sewer main located within a Minor Arterial; and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct all of the required public infrastructures said infrastructure being comprised of +/- 1,335' of a 12" sewer main, whereby +/- 501' would be considered an Extension curing a "GAP" in the public infrastructure and +/- 834 would be Fair Share Extension adjacent to the proposed Development; and

WHEREAS, after receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer 100% of the actual cost (excluding GRT) for the "GAP" (+/- 501 feet) in Public Infrastructure being oversized at 12" and over depth greater than 10' as well as the oversize-over depth differential for that portion adjacent to the developers north PL, not to exceed \$96,898.00. Additionally, the Municipality shall reimburse a fair share amount being 50% of the actual cost (excluding GRT) for the public infrastructure being oversized at 12" and over depth greater than 10' adjacent to the north PL (+/- 834 feet) of the proposed Development, not to exceed \$33,464.00, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 5<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

## INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of April 2021, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and 7773, LLC, 2320 N. Kingsley, Hobbs, NM 88240 (hereafter called "Developer").

### RECITALS:

WHEREAS, "Developer" has requested to extend Public Infrastructure, to serve property located at the Southwest corner of Millen and the projection of Ja-Rob, said infrastructure being comprised of +/- 1,335' of a 12" sewer main, whereby +/- 501' would be considered an Extension curing a "GAP" in the public infrastructure and +/- 834 would be Fair Share Extension adjacent to the proposed Development; and

WHEREAS, "Developer" has requested Municipal participation in the public infrastructure extension as per the City of Hobbs Utility Service Policy wherein participation in a public infrastructure extension would be allowed providing such would benefit the City; and

WHEREAS, "City" has examined the proposed extension of Public Infrastructure, the larger area that could be served and the Life, Health and Safety benefits of the proposed extension, and has concluded that participation in the cost of the proposed extension would benefit the City.

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

1. The Developer shall secure a minimum 30' surface and sub-surface public infrastructure easement for the proposed corridor of any public infrastructure installed not within a previously dedicated public right-of-way.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 1,335' of a 12" sewer main, for municipal review and approval.
3. Upon approval of the construction plans the Developer shall construct or cause to be constructed, public infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the public infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
4. After receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer 100% of the actual cost (excluding GRT) for the "GAP" (+/- 501 feet) in Public Infrastructure being oversized at 12" and over depth greater than 10' as well as the oversize-over depth differential for that portion adjacent to the developers north PL, not to exceed \$96,898.00. Additionally, the Municipality shall reimburse a fair share amount being 50% of the actual cost (excluding GRT) for the public infrastructure being oversized at 12" and over depth greater than 10' adjacent to the north PL (+/- 834 feet) of the proposed Development, not to exceed \$33,464.00. (See Exhibit "A" attached hereto)
5. The City shall waive fair share assessments for those infrastructures herein installed by the Developer. Fair share assessment for existing infrastructures shall be due upon access as per the City of Hobbs Utility Service Policy.
6. The City shall allow access to and service from the newly installed public infrastructure as proposed herein, to any property adjacent thereto as per the City of Hobbs Utility Service Policy.
7. Responsibilities of the parties hereto are as follows:
  - A. The Developer shall:
    - 1) Acquire all public infrastructure easements if required.
    - 2) Submit a Plan Set for review and approval.

3) Employ the services of a Civil Engineer to oversee the Construction of the public infrastructure.

B. The City shall:

1) Review and Approve construction plan set.

2) Upon receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer 100% of the actual cost (excluding GRT) for the "GAP" (+/- 501 feet) in Public Infrastructure being oversized at 12" and over depth greater than 10' as well as the oversize-over depth differential for that portion adjacent to the developers north PL, not to exceed \$96,898.00. Additionally, the Municipality shall reimburse a fair share amount being 50% of the actual cost (excluding GRT) for the public infrastructure being oversized at 12" and over depth greater than 10' adjacent to the north PL (+/- 834 feet) of the proposed Development, not to exceed \$33,464.00. (See Exhibit "A" attached hereto)

3) Waive fair share assessments for those infrastructures herein installed by the Developer. Fair share assessment for existing infrastructures shall be due upon access as per the City of Hobbs Utility Service Policy.

4) Allow access to and service from the newly installed public infrastructure as proposed herein, to any property adjacent thereto as per the City of Hobbs Utility Service Policy.

8. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – 7773, LLC, 2320 N. Kingsley, Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

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

10. Representations of City.

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

B. City shall review and process the construction plan set in a forthright manner and with due diligence.

11. Representations of Developer.

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

12. BREACH

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



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

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

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

13. REMEDIES UPON BREACH.

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

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

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

15. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 580 days from ratification.

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

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

CITY OF HOBBS

DEVELOPER – 7773, LLC

\_\_\_\_\_  
Sam D. Cobb - Mayor

\_\_\_\_\_  
BY: \_\_\_\_\_

Its: \_\_\_\_\_

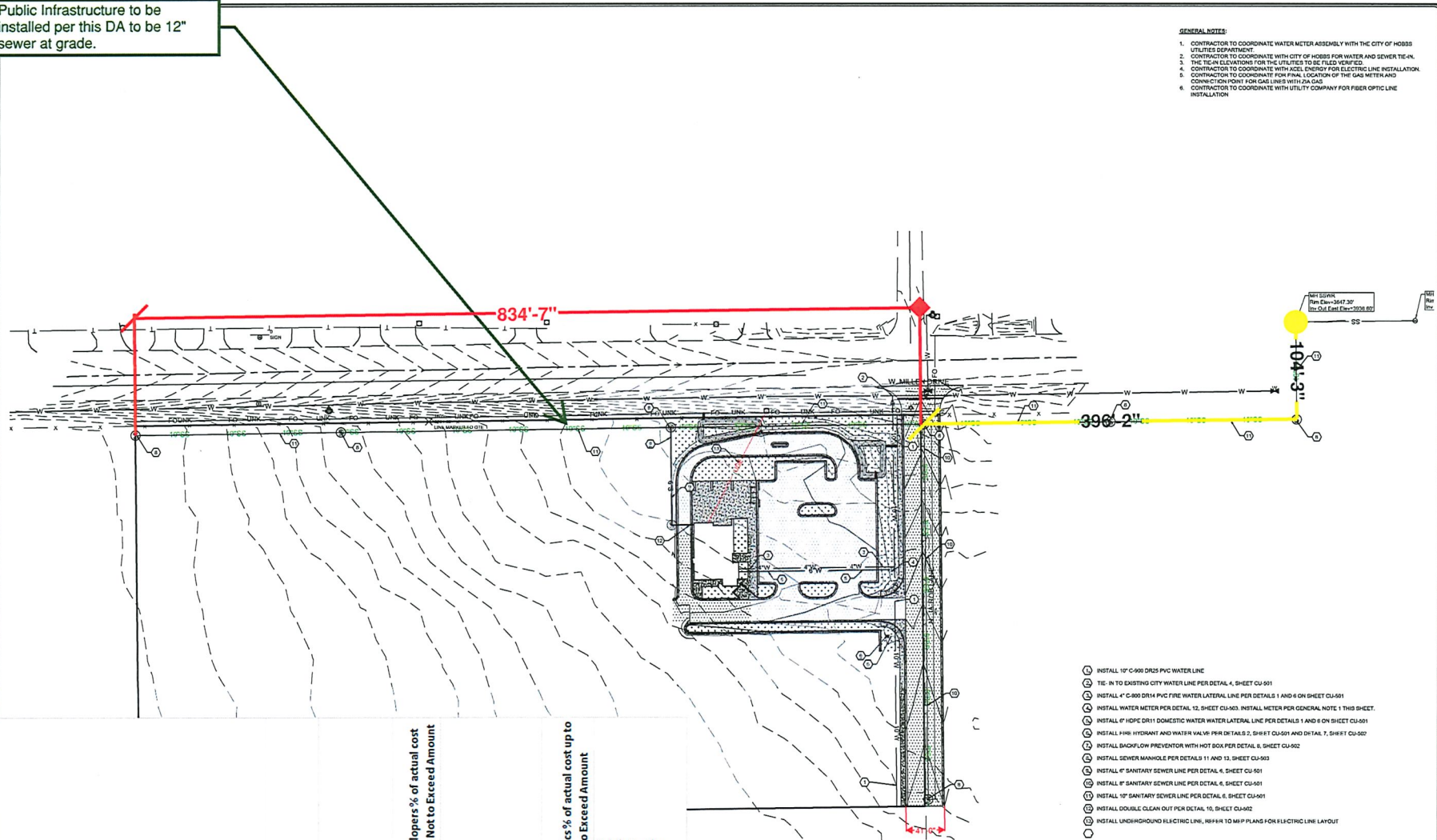
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jan Fletcher, City Clerk

\_\_\_\_\_  
Efren Cortez, City Attorney

Public Infrastructure to be installed per this DA to be 12" sewer at grade.



- GENERAL NOTES**
1. CONTRACTOR TO COORDINATE WATER METER ASSEMBLY WITH THE CITY OF HOBBS UTILITIES DEPARTMENT.
  2. CONTRACTOR TO COORDINATE WITH CITY OF HOBBS FOR WATER AND SEWER TIE-IN.
  3. THE TECH ELEVATIONS FOR THE UTILITIES TO BE FIELD VERIFIED.
  4. CONTRACTOR TO COORDINATE WITH ACEL ENERGY FOR ELECTRIC LINE INSTALLATION.
  5. CONTRACTOR TO COORDINATE FOR FINAL LOCATION OF THE GAS METERS AND CONNECTION POINT FOR GAS LINES WITH ZIA GAS.
  6. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR FIBER OPTIC LINE INSTALLATION.

**PETTIGREW & ASSOCIATES PA**  
 ENGINEERING | SURVEYING | TESTING  
 DEFINING QUALITY SINCE 1986  
 100 E. Newage Drive Suite 100 Hobbs, New Mexico 88240  
 T: 575 393 3927 F: 575 293 1943  
 Pettigrew.us

95% SET  
**DRAFT**  
 NOT FOR CONSTRUCTION

PROJECT ENGINEER: J. SMITH  
 PROJECT DESIGNER: C. JACKSON  
 DRAWN BY: C. JACKSON

**LEGEND**

OH	EXISTING OVERHEAD ELECTRIC LINE
OG	EXISTING GAS LINE
AS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
FO	EXISTING FIBER OPTIC
6"W	PROPOSED 6" WATER LINE
8"W	PROPOSED 8" WATER LINE
10"W	PROPOSED 10" WATER LINE
6"SS	PROPOSED 6" SANITARY SEWER LINE
8"SS	PROPOSED 8" SANITARY SEWER LINE
10"SS	PROPOSED 10" SANITARY SEWER LINE
12"SS	PROPOSED UNDERGROUND ELECTRIC
WV	EXISTING WATER VALVE
H	EXISTING FIRE HYDRANT
SM	EXISTING SANITARY SEWER MANHOLE
EP	EXISTING POWER POLE
WM	PROPOSED WATER METER

**REVISIONS**

No.	DATE	DESCRIPTION

- ① INSTALL 10" C-900 DR25 PVC WATER LINE
- ② TIE-IN TO EXISTING CITY WATER LINE PER DETAIL 4, SHEET CU-001
- ③ INSTALL 4" C-900 DR14 PVC FIRE WATER LATERAL LINE PER DETAILS 1 AND 6 ON SHEET CU-501
- ④ INSTALL WATER METER PER DETAIL 12, SHEET CU-503. INSTALL METER PER GENERAL NOTE 1 THIS SHEET.
- ⑤ INSTALL 6" HDPE DR11 DOMESTIC WATER WATER LATERAL LINE PER DETAILS 1 AND 6 ON SHEET CU-502
- ⑥ INSTALL 6" HD HYDRANT AND WATER VALVE PER DETAILS 2, 5, 6, 8, 9, 10, 11 AND 12 ON SHEET CU-502
- ⑦ INSTALL BACKFLOW PREVENTOR WITH HOT BOX PER DETAIL 6, SHEET CU-502
- ⑧ INSTALL SEWER MANHOLE PER DETAILS 11 AND 13, SHEET CU-503
- ⑨ INSTALL 6" SANITARY SEWER LINE PER DETAIL 6, SHEET CU-501
- ⑩ INSTALL 8" SANITARY SEWER LINE PER DETAIL 6, SHEET CU-501
- ⑪ INSTALL 10" SANITARY SEWER LINE PER DETAIL 6, SHEET CU-501
- ⑫ INSTALL DOUBLE CLEAN OUT PER DETAIL 10, SHEET CU-502
- ⑬ INSTALL UNDERGROUND ELECTRIC LINE, REFER TO MEP PLANS FOR ELECTRIC LINE LAYOUT

Description	Footage	Rate per Foot	Developers % of actual cost up to Not to Exceed Amount	Developer Portion	Public's % of actual cost up to Not to Exceed Amount	Public Portion (Not to Exceed)
Jack & Bore Under Millen	105	\$403.23	0%	\$0.00	100%	\$42,339.15
Millen Sewer Gap	396	\$80.25	0%	\$0.00	100%	\$31,779.00
Millen Sewer Gap (Oversize & Overdepth)	396	\$18.52	0%	\$0.00	100%	\$7,333.92
Oversize & Overdepth Adjacent to Developed Area	834	\$18.52	0%	\$0.00	100%	\$15,445.68
Fair Share Participation Adjacent to Developed Area	834	\$80.25	50%	\$33,464.25	50%	\$33,464.25
<b>Total</b>				\$33,464.25		\$130,362.00
<b>Total Project Base Cost</b>						\$163,826.25
						\$107,053.50
			Percentage of Total		20%	80%
			Percentage of Base Cost		31%	69%

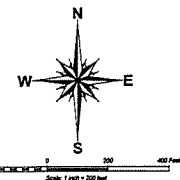
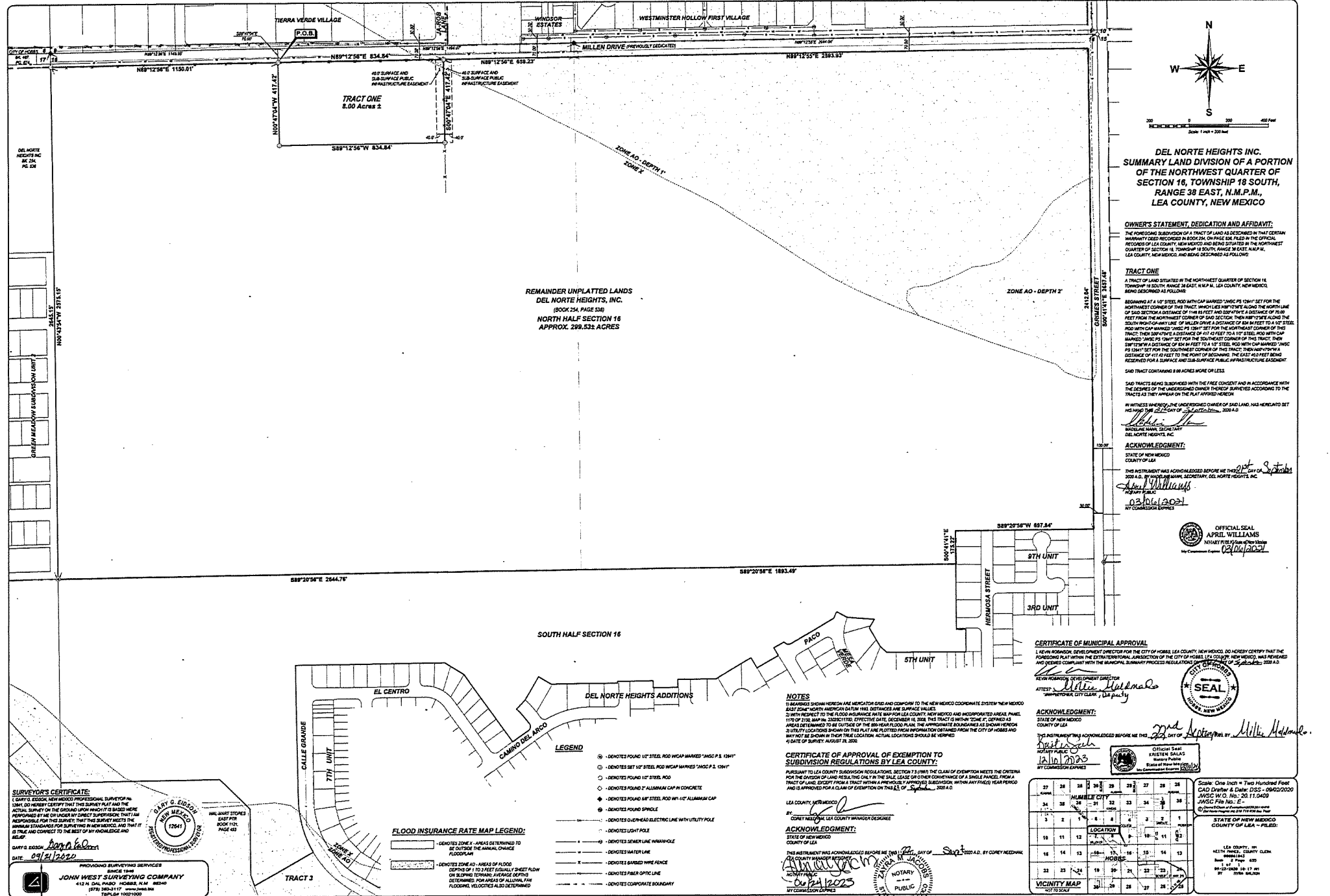
**UTILITY PLAN**

**FAST FOOD RESTAURANT**

JEEBS & ZUZU, LLC

PROJECT NUMBER:  
2020.1293

SHEET:  
CU-101



**DEL NORTE HEIGHTS INC.**  
**SUMMARY LAND DIVISION OF A PORTION**  
**OF THE NORTHWEST QUARTER OF**  
**SECTION 16, TOWNSHIP 18 SOUTH,**  
**RANGE 38 EAST, N.M.P.M.,**  
**LEA COUNTY, NEW MEXICO**

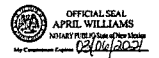
**OWNER'S STATEMENT, DEDICATION AND AFFIDAVIT:**  
 THE FOREGOING SUBDIVISION OF A TRACT OF LAND AS DESCRIBED IN THAT CERTAIN INSTRUMENT FILED RECORDED BOOK 254 ON PAGE 584 FILED IN THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO AND BEING SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS:

**TRACT ONE**  
 A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, BEING DESCRIBED AS FOLLOWS:  
 BEGINNING AT 1/4" STEEL ROD WITH CAP MARKED "ANGC P. 3. 1241" SET FOR THE NORTHWEST CORNER OF THIS TRACT; UNLESS OTHERWISE NOTED ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 118 FEET TO THE SURVEY POINT A DISTANCE OF 78.50 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THEN WEST ALONG THE SOUTH NORTH-SOUTH LINE OF SAID SECTION A DISTANCE OF 834.84 FEET TO A 1/4" STEEL ROD WITH CAP MARKED "ANGC P. 3. 1241" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THEN SOUTH A DISTANCE OF 417.42 FEET TO A 1/4" STEEL ROD WITH CAP MARKED "ANGC P. 3. 1241" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THEN WEST A DISTANCE OF 417.42 FEET TO THE POINT OF BEGINNING. THE EAST 1/4" SET BEING RECEIVED FROM A SURFACE AND SUB-SURFACE PUBLIC INFRASTRUCTURE EASEMENT.

**REMAINDER UNPLATTED LANDS**  
**DEL NORTE HEIGHTS, INC.**  
**(BOOK 254, PAGE 536)**  
**NORTH HALF SECTION 16**  
**APPROX. 299.53± ACRES**

SAID TRACT CONTAINING 8.00 ACRES MORE OR LESS.  
 SAID TRACTS BEING SUBDIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDEVELOPED OWNER THEREOF SURVEYED ACCORDING TO THE TRACTS AS THEY APPEAR ON THE PLAT ATTACHED HERETO.  
 IN WITNESS WHEREOF, THE UNDEVELOPED OWNER OF SAID LAND, HAS HEREONTO SET HIS HAND AND SEAL OF SAID COUNTY, NEW MEXICO, THIS 20th DAY OF September, 2022.

**ACKNOWLEDGMENT:**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF September, 2022, BY: APRIL WILLIAMS, SECRETARY, DEL NORTE HEIGHTS, INC.  
 APRIL WILLIAMS  
 SECRETARY  
 03/20/2022  
 MY COMMISSION EXPIRES



**CERTIFICATE OF MUNICIPAL APPROVAL**  
 I, KEVIN ROBINSON, DEVELOPMENT DIRECTOR FOR THE CITY OF HOBBE, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF HOBBE, LEA COUNTY, NEW MEXICO, HAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUBDIVISION PROCEDURES REGULATIONS, LEA COUNTY, NEW MEXICO, 2022 A.D.  
 KEVIN ROBINSON, DEVELOPMENT DIRECTOR  
 ATTEST: *Melissa Maldonado*  
 MELISSA MALDONADO, CITY CLERK, LEA COUNTY, NEW MEXICO



**ACKNOWLEDGMENT:**  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF September, 2022, BY: APRIL WILLIAMS, SECRETARY, DEL NORTE HEIGHTS, INC.  
 APRIL WILLIAMS  
 SECRETARY  
 03/20/2022  
 MY COMMISSION EXPIRES

**NEIGHBORHOOD MAP**

27	28	29	30	31	32	33	34	35	36
34	35	36	37	38	39	40	41	42	43
3	4	5	6	7	8	9	10	11	12
10	11	12	13	14	15	16	17	18	19
16	17	18	19	20	21	22	23	24	25
22	23	24	25	26	27	28	29	30	31

Scale: One Inch = Two Hundred Feet  
 GAO Drafting & Data: DSS - 06/02/2020  
 JWSG M.C. No. 20111-0409  
 JWSG File No. E-  
 LEA COUNTY, NEW MEXICO  
 COUNTY OF LEA - FILED

**NOTES**  
 1) BOUNDARIES SHOWN HEREON ARE MEASURED FROM AND COMPARED TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST 2011" NORTH AMERICAN DATUM. ALL DISTANCES ARE SURFACE VALUES.  
 2) WITH RESPECT TO THE FLOOD INSURANCE RATE MAP FOR LEA COUNTY, NEW MEXICO, AND INCORPORATED AREAS, 1/19 OF THE MAP IS LOCATED EFFECTIVE DATE, DECEMBER 18, 2018. THIS TRACT IS WITHIN "ZONE X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOOD PLAIN. THE APPROXIMATE BOUNDARIES AS SHOWN HEREON 3) UTILITY LOCATIONS SHOWN ON THIS PLAT ARE DERIVED FROM INFORMATION OBTAINED FROM THE CITY OF HOBBE AND MAY NOT BE SHOWN IN THEIR TRUE LOCATION. ACTUAL LOCATIONS SHOULD BE VERIFIED.  
 4) DATE OF SURVEY: AUGUST 18, 2022.

**CERTIFICATE OF APPROVAL OF EXEMPTION TO SUBDIVISION REGULATIONS BY LEA COUNTY:**  
 PURSUANT TO LEA COUNTY SUBDIVISION REGULATIONS, SECTION 3.1.1(B)(9) THE CLAIM OF EXEMPTION MEETS THE CRITERIA FOR THE DIVISION OF LAND RESULTING ONLY IN THE SALE, LEASE OR OTHER CONVEYANCE OF A SINGLE PARCEL FROM A TRACT OF LAND, EXCEPT FROM A TRACT WITHIN A PREVIOUSLY APPROVED SUBDIVISION, WITHIN ANY FINANCIAL YEAR PERIOD AND IS APPROVED FOR A CLAIM OF EXEMPTION ON THIS 22nd DAY OF September, 2022 A.D.  
 LEA COUNTY, NEW MEXICO  
 BY: GARY E. EDDON, LEA COUNTY MANAGER/CLERK

**ACKNOWLEDGMENT:**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF September, 2022, BY: GARY EDDON, LEA COUNTY MANAGER/CLERK.  
 GARY EDDON  
 LEA COUNTY MANAGER/CLERK  
 09/22/2022  
 MY COMMISSION EXPIRES



**SURVEYOR'S CERTIFICATE:**  
 GARY E. EDDON, NEW MEXICO PROFESSIONAL SURVEYOR IN 1984, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY OF THE LANDS SHOWN HEREON WERE MADE HEREON BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THE SURVEY, THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 GARY E. EDDON  
 PROVIDING SURVEYING SERVICES SINCE 1984  
**JOHN WEST SURVEYING COMPANY**  
 412 N. DAL PASO, HOBBE, N.M. 88240  
 (505) 264-1117 JOHN.WEST@JWSC.COM  
 TPL#64 10001200



**FLOOD INSURANCE RATE MAP LEGEND:**  
 DENOTES ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN  
 DENOTES ZONE AO - AREAS OF FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN; AVERAGE DEPTHS DETERMINED FOR AREAS OF ALLUVAL/FAN FLOODING; VELOCITIES ALSO DETERMINED)

**LEGEND**  
 DENOTES FOUND 1/4" STEEL ROD WITH CAP MARKED "ANGC P. 3. 1241"  
 DENOTES SET 1/4" STEEL ROD WITH CAP MARKED "ANGC P. 3. 1241"  
 DENOTES FOUND 1/4" STEEL ROD  
 DENOTES FOUND 1" ALUMINUM CAP IN CONCRETE  
 DENOTES FOUND 1/4" STEEL ROD WITH 1" ALUMINUM CAP  
 DENOTES FOUND SPINCLE  
 DENOTES 1/4" DIA. ELECTRIC LINE WITH UTILITY POLE  
 DENOTES LIGHT POLE  
 DENOTES SINKER LINE W/ W/WHOLE  
 DENOTES WATER LINE  
 DENOTES BARBED WIRE FENCE  
 DENOTES FINDER OPTIC LINE  
 DENOTES COMPOSITE BOUNDARY



RELATED PARTY DISCLOSURE FORM - 2021
(Bidders and Proposers only)

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commissioners, administration officials, department heads, and key management supervisors with the City of Hobbs?

YES \_\_\_ NO [X]

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2021 to which City of Hobbs was, is to be, a party?

Sales, Purchase or leasing of property? YES \_\_\_ NO [X]
Receiving, furnishing of goods, services or facilities? YES \_\_\_ NO [X]
Commissions or royalty payments? YES \_\_\_ NO [X]

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?

YES \_\_\_ NO [X]

4. At any time from January 1, 2021 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?

YES \_\_\_ NO [X]

5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs?

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?

YES [X] NO \_\_\_

Monica Mendosa

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President [Signature] Date 4-1-2021
(Print Name and Title): Dominik Mendosa Owner



CITY OF HOBBS  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

**SUBJECT: CONSIDERATION TO BID VETERANS MEMORIAL PARK HAAF**

**DEPT. OF ORIGIN:** General Services Dept.

**DATE SUBMITTED:** 3-30-2021

**SUBMITTED BY:** Shelia Baker

**Summary:**

In 2018, the City of Hobbs established a committee to set the direction and vision for a Veterans Memorial Park. MRWM was hired in 2019 to begin the design. Hobbs Veterans Memorial Park HAAF will be located on the WWII Hobbs Army Airfield (HAAF)/HIAP. The goals of the Veterans Memorial Park are to: provide Lea County with a place for honor and healing; educate how many have served and in what capacity; celebrate, coming together for different events. This memorial is for everyone – those who have served, those who are serving, those who aspire to serve and those who wish to remember past and present veterans. The focus areas on the site are: 8 Branch Flags, 29'x60' turf parade field, 30" stone veneer wall, memorial brick pavers, 30'x30' shade structure, pad for warfare replica, landscape/lighting.

The City of Hobbs has sought out multiple funding sources to aid in offsetting the expenditure amount from the General Fund for this project.

- The project has been on the City's ICIP in FY20 and FY21.
- A capital outlay grant was requested and allocated by legislatures; it was vetoed by the Governor in FY2021.
- The City requested funds again in FY2022, without award.
- Funds were requested from a private donor and not awarded.
- Lea County approved \$300,000 at their March 4, 2021 commission meeting

The amount awarded by Lea County will provide a 22% match, reducing the City's portion to 78% of the budgeted amount.

At this time, the site is cleared and this project is shovel-ready. Construction is estimated to take 6 months to complete.

**Fiscal Impact:**

Reviewed By: [Signature]  
Finance Department

FY21 Revised Budget:	\$1,400,000.00
Expended to Date	\$ 20,543.56 (design, asbestos inspection, tower removal)
FY21 Available Budget:	\$1,379,456.44
Lea County Award:	\$ 300,000.00
City's Share:	\$1,079,456.44
Budget Number:	010100-44901-00281

**Attachments:**

**Legal Review:**

Approved As To Form: [Signature]  
City Attorney

**Recommendation: Provide consideration to go out to bid for Veterans Memorial Park HAAF**

Approved For Submittal By:

[Signature]  
Shelia Baker

Department Director

[Signature]  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

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



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

**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:** 3-30-2021  
**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

The NMDOT has a State of New Mexico Purchasing Contract (No. 00-80500-20-16824) 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/Broadway and Turner/Avenue C. 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 2021. The project should take approximately 6 weeks to complete.

**Fiscal Impact:**

Reviewed By: *Debra Corral*  
Finance Department

Estimated P.O. Amount: \$890,503.50  
NMGRT: \$ 60,665.55  
Estimated Total Cost: \$951,169.05

Budget Available: \$966,437.19  
Budget Number: 010423-44901-00148

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

**Legal Review:**

Approved As To Form: *EOACE*  
City Attorney

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

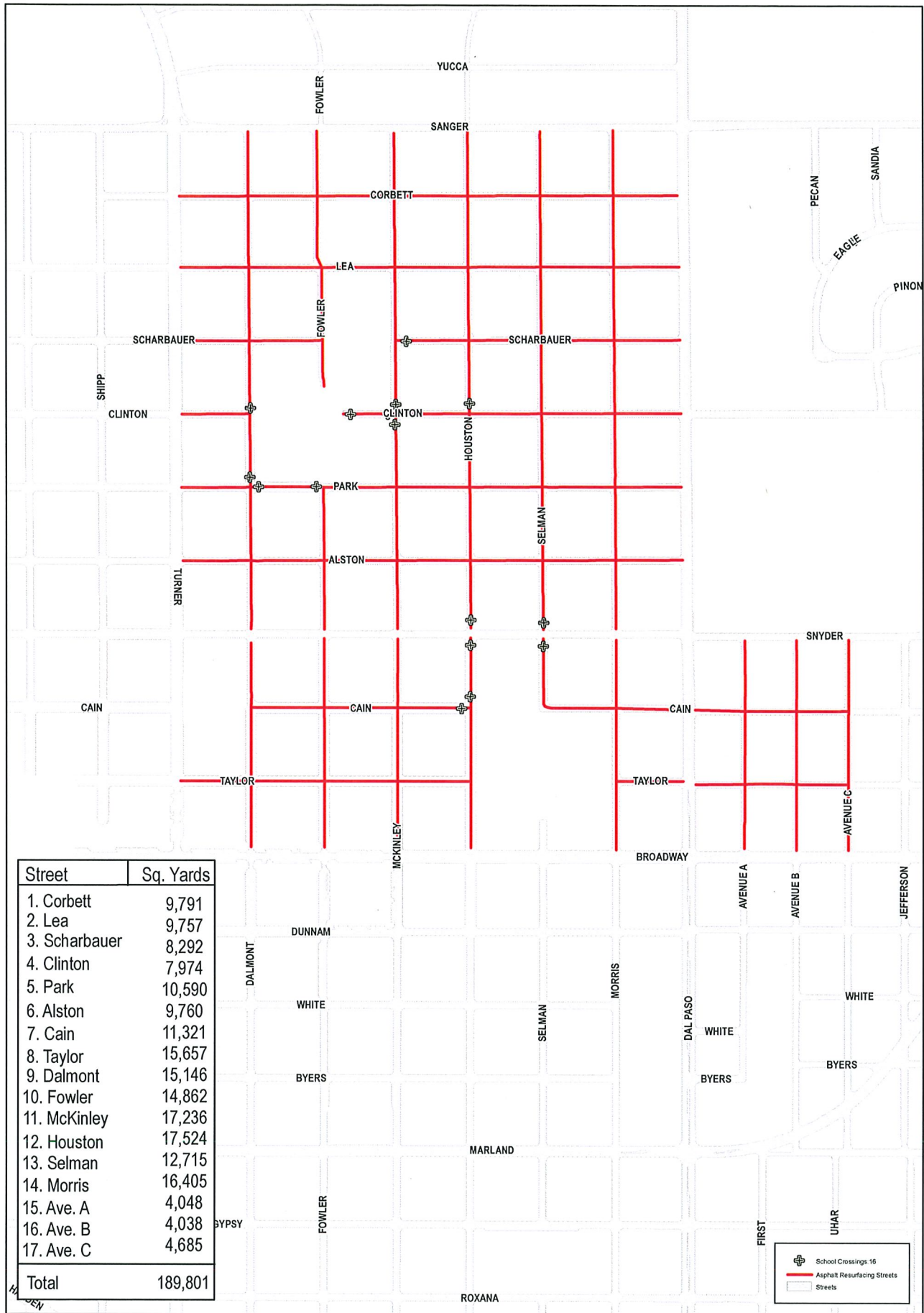
Approved For Submittal By:

*Shelia Baker*  
Department Director  
*[Signature]*  
City Manager

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

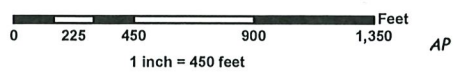
Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_  
Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_  
Approved \_\_\_\_\_ Denied: \_\_\_\_\_  
Other \_\_\_\_\_ File No. \_\_\_\_\_

# Asphalt Resurfacing Area Map



Street	Sq. Yards
1. Corbett	9,791
2. Lea	9,757
3. Scharbauer	8,292
4. Clinton	7,974
5. Park	10,590
6. Alston	9,760
7. Cain	11,321
8. Taylor	15,657
9. Dalmont	15,146
10. Fowler	14,862
11. McKinley	17,236
12. Houston	17,524
13. Selman	12,715
14. Morris	16,405
15. Ave. A	4,048
16. Ave. B	4,038
17. Ave. C	4,685
<b>Total</b>	<b>189,801</b>

School Crossings 16  
 Asphalt Resurfacing Streets  
 Streets



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

## Price Agreement

**Awarded Vendor:**  
 0000018177  
 Dustrol, Inc  
 PO Box 309, 1201 East Main  
 Towanda, KS 67144  
  
 E-mail: [smorlan@dustrol.com](mailto:smorlan@dustrol.com)  
 Telephone No.: (817) 271-3109

Price Agreement Number: 00-80500-20-16824

Payment Terms: Net 30

F.O.B.: As Requested

Delivery: As Requested

**Ship To:**  
 New Mexico Department of Transportation  
 Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: [raelynn.lujan@state.nm.us](mailto:raelynn.lujan@state.nm.us)

**Invoice:**  
 New Mexico Department of Transportation  
 As Requested at Time of Order

For questions regarding this contract please contact:  
 Angela Martinez – (505) 570-7940

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

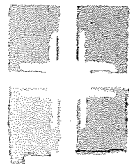
Term: **April 24, 2020 thru April 23, 2021**

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

Accepted for the State of New Mexico

  
 \_\_\_\_\_  
 Mark Hayden, New Mexico State Purchasing Division

Date: 4/24/2020



OPTION TO EXTEND

January 14, 2021

Awarded Vendors.

Subject: Extension of Price Agreement **Hot In Place Recycling of Asphalt Pavement 00-80500-20-16824 Expires April 23, 2021**

Please indicate your intent regarding the option to extend the price agreement for one (1) additional year at the same price, terms and conditions. Vendors should verify extended pricing with suppliers. This form must be completed and returned within ten (10) days from the date on the form. Failure to return the form in the specified time will result in a refusal to extend and removal as a vendor on the price agreement.

Please check your selection, sign and complete the company information and email the form to my attention at [anise.valdez@state.nm.us](mailto:anise.valdez@state.nm.us).

X I agree to extend the referenced price agreement.

       I do not agree to extend the referenced price agreement.

Stoney Morlan  
Authorized Signature

1/22/21  
Date

Stoney Morlan  
Printed Name of Authorized Representative

Dustrol, Inc.  
Company Name

2626 McCormick Ave, Pueblo, CO 81001  
Address

If you have any questions or wish to discuss this matter, please contact me.  
Thank you.

Anise Valdez  
State Maintenance Bureau  
[anise.valdez@state.nm.us](mailto:anise.valdez@state.nm.us)  
505-216-8778

Michelle Lujan  
Grisham  
Governor

Michael R. Sandoval  
Cabinet Secretary

Commissioners

Jennifer Sandoval  
Commissioner, Vice-Chairman  
District 1

Bruce Ellis  
Commissioner  
District 2

Hilma Espinoza  
Chynoweth  
Commissioner  
District 3

Walter G. Adams  
Commissioner, Chairman  
District 4

Thomas C. Taylor  
Commissioner  
District 5

Charles Lundstrom  
Commissioner, Secretary  
District 6

**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 5, 2021

SUBJECT: RESCINDING CONDEMNATION OF CERTAIN PROPERTIES THAT HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED, DAMAGED, DILAPIDATED AND A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY

DEPT. OF ORIGIN: Legal Department and Code Enforcement  
DATE SUBMITTED: March 29, 2021  
SUBMITTED BY: Valerie S. Chacon and Jessica Silva

Summary:

The City of Hobbs is proposing a Resolution to rescind condemnation of certain properties. These properties were previously condemned, but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. Pursuant to Section 8.24.010 of the Hobbs Municipal Code, the City of Hobbs may condemn a property if it is determined ruined, damaged, dilapidated and a menace to public comfort, health and safety and require such properties to be removed. The properties listed in attachment "A" have all been demolished or renovated, therefore, rendering the properties in compliance with the Hobbs Municipal Code. This Resolution will rescind the condemnation designation from the properties described in attachment "A", for they are no longer ruined, damaged, dilapidated, or a menace to public comfort, health and safety.

Fiscal Impact:


There is no fiscal impact for this proposed resolution.

Reviewed By:   
Finance Department

Attachments:

Proposed Resolution, Attachment "A", and pictures of the properties described in Attachment "A".


Legal Review:

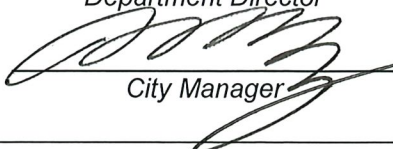
Approved As To Form:   
City Attorney

Recommendation:

The Commission should adopt the Resolution.

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7040

A RESOLUTION RESCINDING CONDEMNATION OF CERTAIN PROPERTIES THAT  
HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED, DAMAGED,  
DILAPIDATED AND A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and NMSA § 3-18-5, the City may condemn a property if the property is determined to be ruined, damaged, dilapidated and a menace to public comfort, health and safety and require such property to be removed; and

WHEREAS, the City has inspected the properties described in Attachment "A", which have been previously condemned by this Commission; and

WHEREAS, the City finds the properties in Attachment "A" to be in compliance with the Hobbs Municipal Code; and

WHEREAS, the City Commission desires to rescind the condemnation of the properties listed in Attachment "A" as the properties are no longer ruined, damaged, dilapidated, or a menace to the public comfort, health and safety.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs that the condemnation of the properties listed in Attachment "A" is hereby rescinded.

PASSED, ADOPTED AND APPROVED this 5th day of April, 2021.

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

ATTEST:

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

**Attachment A**

	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>	<b>Current Status</b>
1	West of 908 E. Texas Unit 48 Lot 13 Orig New Hobbs Hobbs, Lea County, NM	Limas, Rojelio	908 E. Texas Hobbs,NM,88240	Demolished
2	Behind 514 E. Texas Block 87 Lot 19 New Hobbs Add. Hobbs, Lea County, NM	Santillan Salomon	PO Box 1431 Hobbs,NM,88240	Demolished
3	505 E. Texas Block 1 Lot 3 Carpenter Add Hobbs, Lea County, NM	Contreras Denise	505 E. Texas Hobbs, NM,88240	Demolished
4	Behind 420 E. Texas Block 88 Lot 23 New Hobbs Add. Hobbs, Lea County, NM	Gray, Charles R.	2502 Dovewood Dr. Austin, TX,78744	Demolished
5	Behind 403 E. Texas Block 1 Lot 14 Perry Add. Hobbs, Lea County, NM	Titus Lucille ETAL	1726 N. Breckon Dr. Hobbs,NM,88240	Demolished
6	1116 W. Texas 1.37 SC M/L, Loc SE4NE4 Hobbs, Lea County, Nm	Cline, Charles D.	PO BOX 2522 Hobbs, NM, 88240	Demolished
7	Garage 601 W. Texas .53 AC LOC NW4SW4 Hobbs, Lea County, NM	Lucht, Shirley E.	13 Burgess Hobbs, NM,88240	Demolished
8	106 W. Texas Block 92 Lot 19 New Hobbs Add Hobbs, Lea County, NM	Trevizo, Manuela	910 S. Houston Hobbs, NM,88240	Removed
9	1805 E. Snyder Block 5 Lot 2 Sunrise Hts Add Hobbs, Lea County, NM	Johnson, Freida	1318 E. Main St. Hobbs, NM,88240	Demolished
10	1621 E. Snyder Block 4 Lot 6 Sunrise Hts Add. Hobbs, Lea County, NM	Benton, Ben E.	813 W. Sayers Hobbs, NM, 88240	Demolished
11	602 E. Snyder Block 100 Lot 10 Highland Park Add	Murillo, Eloisa	600 E. Snyder Hobbs,NM, 88240	Demolished

	Hobbs, Lea County, NM			
12	NW Corner of Snyder & Leech Block 111 Highland Park Add. Hobbs, Lea County, NM	Western Petroleum LLC	4008 N. Grimes #204 Hobbs, NM,88240	Demolished
13	Behind 500 E. Broadway Block 26 Lot 13 Orig Hobbs Hobbs, Lea County, NM	Castillo, Apolinar	500 E. Broadway Hobbs, NM,88240	Remodeled
14	NE Ave A & Broadway (900) Block 3 Lot 1 All Hobbs Add Hobbs, Lea County, NM	Rangel, Ernesto	900 E. Broadway Hobbs, NM,88240	Demolished
15	1103 E. Broadway Block 18 Lot 9 All Hobbs Add Hobbs, Lea County, NM	Alvarado, Zaul	1516 E. Penasco Hobbs, NM,88240	Demolished
16	601 E. Clinton Block 128 Lot 8 Highland Park Add Hobbs, Lea County, NM	Fierro, Hector Jesus Jr.	818 W. Avenue J Lovington, NM, 88260	Demolished
17	Behind 314 W. Clinton Block 145 Lot 9 Highland Park Add. Hobbs, Lea County, NM	Orozco, Chantell A.	704 N. Thorp Hobbs, NM, 88240	Demolished
18	519 W. Alston Space #1 Lot 6,7,&8, Block 110 Highland Park Add. Hobbs, Lea County, NM	Quiroz, Antonio G.	519 W. Alston #3 Hobbs, NM,88240	Removed/ Replaced
19	307 E. Alston Block 103 Lot 4 Highland Park Add. Hobbs, Lea County, NM	Gonzalez, Graciela	307 E. Alston St. Hobbs, NM,88240	Demolished
20	705 E. Alston Block 99 Lot 6 Highland Park Add. Hobbs, Lea County, NM	Brake, Ken	1916 N. Grayson Hobbs, NM, 88240	Demolished
21	1215 E. Alston Block 16 Lot 2 Pribble Bros. Add. Hobbs, Lea County, NM	Miller Thomas E. Jr.	PO BOX 2565 Hobbs, NM,88241	Demolished
22	2008 E. Dunn Block 4 Lot 16	Rojas, Procopio	2018 E. Dunn Hobbs, NM,88240	Demolished

	Goodwin Add. Hobbs, Lea County, NM			
23	Across 2004 E. Dunn Block 6 Lot 4 Goodwin Add. Hobbs, Lea County, NM	Hernandez, Jose A.	2001 E. Dunn St. Hobbs, NM, 88240	Demolished
24	1906 E. Dunn (Shed) Block 4 Lot 11 Goodwin Add. Hobbs, Lea County, NM	Garcia, Rodolfo G.	1906 E. Dunn St. Hobbs, NM, 88240	Demolished
25	1602 E. Alameda Block 4 Lot 24 Morningside Hts. Add Hobbs, Lea County, NM	Taylor, Joyce F ET AL	4115 Tolbert St. Dallas, TX, 75227	Demolished



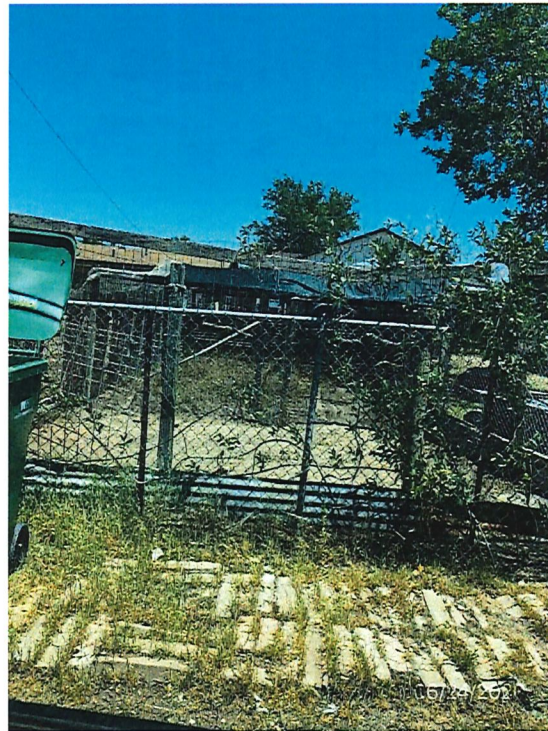
# West of 908 E. Texas



# Behind 514 E. Texas



505 E. Texas



# Behind 420 E. Texas



# Behind 403 E. Texas



# 1116 W. Texas



# Garage at 601 W. Texas

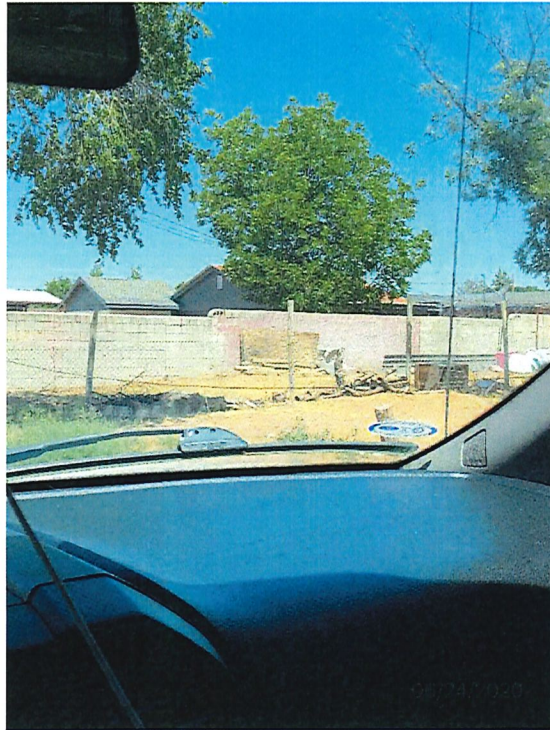


106 W. Texas





1805 E. Snyder



1621 E. Snyder



# 602 E. Snyder



# NW Corner of W. Snyder & N. Leech



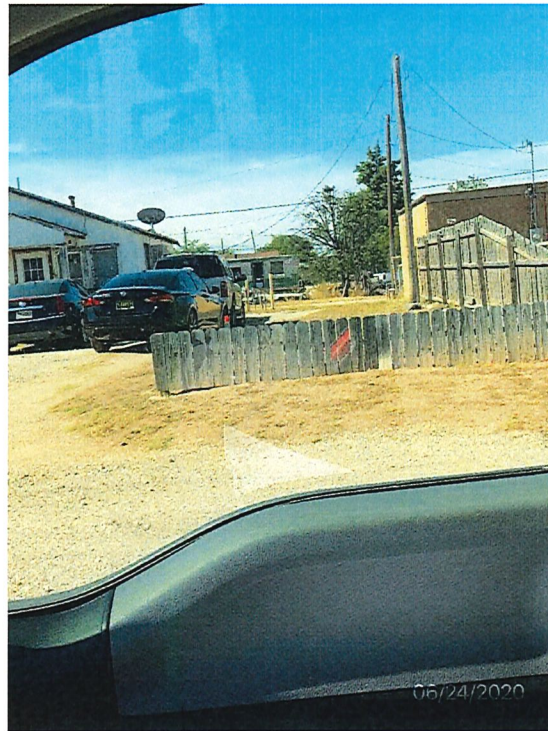
# Behind 500 E. Broadway



# NE Corner of N. Ave A & E. Broadway



# 1103 E. Broadway



# 601 E. Clinton





# Behind 314 W. Clinton

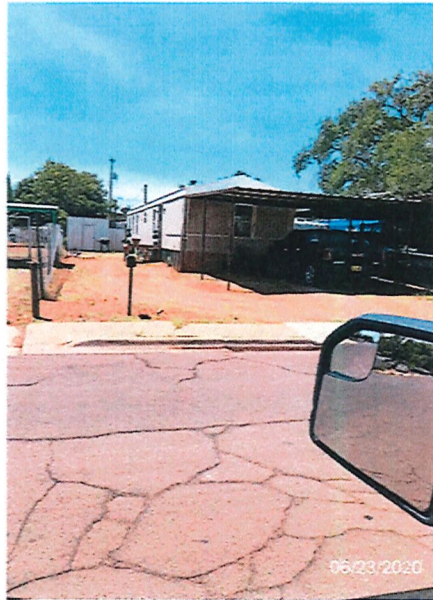


# 519 W. Alston Space #1

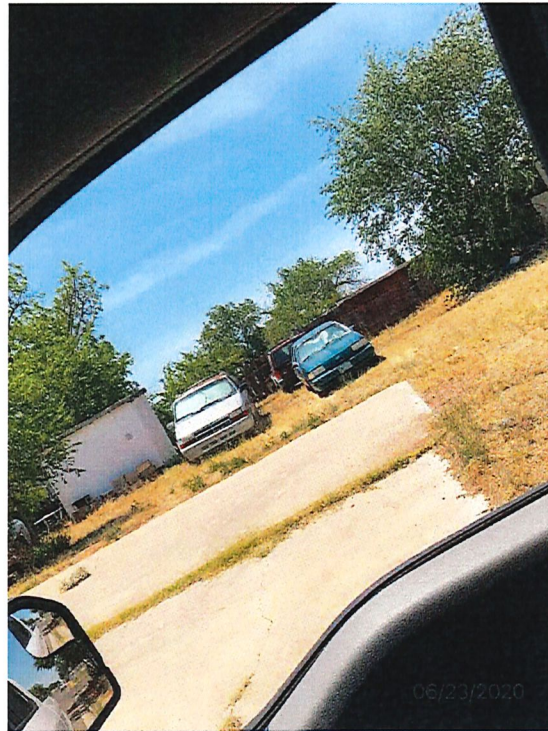


# 307 E. Alston

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705 E. Alston



1215 E. Alston



# 2008 E. Dunn



# Across 2004 E. Dunn



# 1906 E. Dunn (Shed)





# 1602 E. Alameda

