

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1

Christopher R. Mills – District 2

Larron B. Fields – District 3

Joseph D. Calderón – District 4

Dwayne Penick – District 5

Don R. Gerth – District 6

City Manager

Manny Gomez

June 6, 2022



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

Monday, June 6, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

This meeting is open to the public to attend. 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 June 6, 2022, addressed to the City Clerk by email at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the May 12, 2022, Special Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the May 16, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
3. Minutes of the May 23, 2022, Commission Work Session (*Jan Fletcher, City Clerk*)

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, June 6, 2022.

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

4. Consideration of Bid No. 1593-22 for the Manhole Rehabilitation Project and Recommendation to Reject All Bids *(Tim Woomer, Utilities Director)*

DISCUSSION

5. Waste Management Rate Adjustment Effective July 1, 2022 *(Tim Woomer, Utilities Director)*

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

6. Resolution No. 7204 – Authorizing FY 22-23 Funding Appropriations for the Hobbs Chamber of Commerce and Hobbs Hispano Chamber of Commerce *(Mayor Sam Cobb)*
7. Resolution No. 7205 – Authorizing FY 22-23 Funding Appropriations for Social Services Agencies *(Mayor Sam Cobb)*
8. Resolution No. 7206 – Adopting Budgetary Adjustment #4 for FY 21-22 *(Toby Spears, Finance Director)*
9. Resolution No. 7207 – Authorizing a Memorandum of Understanding with the University of the Southwest for Use of the University’s Kitchen for the City of Hobbs Senior Center *(Doug McDaniel, Recreation Director)*

10. Resolution No. 7208 – Approving a Proposed Collective Bargaining Agreement with the Hobbs Professional Firefighters Association, Local 4384 (*Efren Cortez, City Attorney*)
11. Resolution No. 7209 – Authorizing a Municipal Arterial Program Cooperative Agreement with the NMDOT for Roadway Improvements at the Intersections of Dal Paso/Clinton and Dal Paso/Snyder (*Todd Randall, City Engineer*)
12. Resolution No. 7210 – Designating Persons as Qualified as an Acting Municipal Judge and Setting Forth Compensation (*Municipal Judge Bobby Arther*)
13. Resolution No. 7211 – Rescinding Police Recruiting and Retention Resolution No. 6667 and 7119 (*August Fons, Police Chief*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:

➤ City Commission Regular Meetings:

- **Tuesday, June 21, 2022, at 6:00 p.m.** (*Moved due to the Juneteenth Holiday observed on Monday, June 20, 2022*)
- **Tuesday, July 5, 2022, at 6:00 p.m.** (*Moved due to the July Fourth Holiday observed on Monday, July 4, 2022*)

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 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: June 6, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 1, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Special Commission Meeting of May 12, 2022
- Regular Commission Meeting of May 16, 2022
- Commission Work Session of May 23, 2022

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 special meeting of the Hobbs City Commission held on Thursday, May 12, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 5:00 p.m. and welcomed everyone in attendance to the meeting and everyone viewing through Livestream. The City Clerk called the roll and the following answered present:

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Kevin Shearer, Battalion Chief
Toby Spears, Finance Director
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Todd Randall, City Engineer
Kevin Robinson, Planning Director
Ron Roberts, Information Technology Director
Julie Nymeyer, Administrative Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
17 citizens

Invocation and Pledge of Allegiance

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

Public Comments

Mayor Cobb stated due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, May 12, 2022. No public comments were submitted.

Action Items

Mayor Cobb thanked everyone for attending today's meeting. He welcomed County Commissioner Dean Jackson and Mr. Mike Gallagher, Lea County Manager, to the meeting.

Resolution No. 7198 – Authorizing a Memorandum of Understanding with Lea County for the Airline Subsidy for FY 22-23

Mr. Efren Cortez, City Attorney, explained the agreement with Lea County detailing the terms and responsibilities of the entities' joint requirements for the airline subsidy. He stated both the City and County will provide subsidy funding up to \$2,025,137.00 each for the service pursuant to the agreement. Mr. Cortez stated the terms of the agreement are substantially the same terms as the prior agreement. The funding will be subject to the final budget adjustment in July 2022 to be included in the FY 22-23 final budget approval.

There being no discussion, Commissioner Fields moved that Resolution No. 7198 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and Memorandum of Understanding are attached and made a part of these minutes.

Resolution No. 7199 – Appropriating Funding and Authorizing the Mayor to Execute a Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) for FY 22-23

Mayor Cobb thanked the EDC and Board for their patience in working with the City's fiscal issues. He stated the City looks forward to its continued working relationship with the EDC.

Mr. Cortez explained the agreement with the EDC and stated funding is appropriated in the agreement as follows:

Operating Expense	\$ 200,000.00
Special Projects	\$ 50,000.00
Retail Recruitment	\$ 25,000.00
Airline Subsidy	\$ 1,400,000.00

Mr. Cortez stated an additional \$200,000.00 to market the airline through the Fly Hobbs campaign was considered by the Lodgers' Tax Board at a special meeting held this morning. This amount falls outside this resolution and will be considered separately by the City Commission in the normal Lodgers' Tax allocation process.

The proposed professional services agreement would become effective July 1, 2022, through June 30, 2023, and is substantially in the same format as the prior year. In 2019, the City began using only one agreement for the EDC which encompasses all line items and allows for better contract management and oversight. The City, EDC and Lea County have worked together through the impacts of HB6 and this agreement pays tribute to that working relationship. After the City provides \$1,400,000.00 for the airline subsidy, it is agreed between the parties the EDC shall provide funding of \$625,137.00 after exhaustion of the City's \$1,400,000.00. Mr. Cortez stated the City can seek funds from any third party to help pay the EDC portion.

Ms. Jennifer Grassham, President and CEO of the EDC, and Mr. David Shaw, Chairman of the EDC Board, addressed several comments to the Commission. Mr. Shaw stated the EDC Board and its business members are here today in support of the actions to have an airline in Hobbs. Other business members who are not here today but in support of the airline are URENCO, LEACO and Richards Energy. Mr. Shaw expressed appreciation to Lea County for their support earlier today at the Lea County Commission meeting.

Mr. Shaw stated the EDC Board has set a new strategic direction:

1. Attracting new and diverse business and industry
2. Retaining and nurturing existing business
3. Developing and improving infrastructure and sites
4. Developing and improving work force
5. Streamlining and improving approval policies and regulations

At its core for economic development and attracting new industries, improving the airline is an integral and important part of meeting the objective to sustain the economy in Lea County.

Mr. Shaw stated one of the EDC's priorities is to grow the non-industry section, specifically the medical and health care sector and the retail sector. He stated during the last four years, he has worked hard to convince Covenant to come to Hobbs and create a health partnership with Nor-Lea. Specialty services will be needed for the community that will support Nor-Lea and Covenant. Mr. Shaw stated a study has shown that millions of dollars in health care are leaving Hobbs. He stated airline service is essential in growing and diversifying the economic future of Lea County. He stated the City and County are linked in this partnership to support the viability of commercial air service which is a basic requirement in site selections. Mr. Shaw stated a \$7 billion petro chemical plant, an \$800 million carbon capture and sequestration plant and a \$300 million hydrogen production plant are all possible sites. Air service is critical to recruiting these industries and all rely on access to this service, not just for business purposes, but for quality of life for the people who are moving here, too.

Ms. Grassham thanked the Commission and stated she greatly appreciates the fantastic work done by City Staff.

Commissioner Smith stated he is attending his daughter's graduation in College Station, Texas, and apologized that he is not at the meeting in person. Mr. Smith stated he greatly appreciates the work on this project, and he appreciates the EDC membership. He stated this has been very tough for the City. Mr. Smith stated he has been on both sides of this issue. He hopes the EDC funds will ultimately not be needed and if the current occupancy level can be sustained, the City's \$1.4 million will adequately cover the cost. Mr. Smith also expressed thanks to the County for their patience through the ups and downs of negotiating this agreement. In the end, he feels the outcome is the best for the community.

Commissioner Penick expressed thanks and appreciation to the EDC and Lea County. He stated he appreciates the working relationship between the parties.

Commissioner Gerth agreed with Commissioner Smith's comments. He stated people working together have differing opinions but the end result was a success.

Commissioner Calderón moved that Resolution No. 7199 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and Professional Services Agreement are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Manny Gomez, City Manager, thanked the Commission for their approval of the agreements. He also thanked the EDC and Lea County for working through these difficult issues together.

Commissioner Mills thanked all the parties involved and stated it is good to see local government working together successfully. He stated the airline is a tough issue but the economic benefit stays locally. Many oilfield companies benefit from the airline and perhaps the parties should think about ways to bring in other partners who are benefitting from our vision and hard work.

Commissioner Fields stated it is a blessing to all work together and have the same goals and desires to see our City prosper. He thanked Mr. David Shaw for his comments.

Mayor Cobb stated he appreciated everyone attending the special meeting and working together on these items.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 5:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the regular meeting of the Hobbs City Commission held on Monday, May 16, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
August Fons, Police Chief
Barry Young, Fire Chief
Mark Doport, Deputy Fire Chief
Kevin Shearer, Battalion Chief
Toby Spears, Finance Director
Deb Corral, Assistant Finance Director
Shannon Arguello, Municipal Court Clerk
Bobby Arther, Municipal Judge
Nicholas Goulet, Human Resources Director
Meghan Mooney, Communications Director
Shelia Baker, General Services Director
Doug McDaniel, Recreation Director
Angela Courter, Senior Affairs Coordinator
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Tim Woome, Utilities Director
Ron Roberts, Information Technology Director
Christa Belyeu, Assistant Information Technology Director
Sandy Farrell, Library Director
Melody Maldonado, Technical Services Librarian
Julie Nymeyer, Administrative Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
18 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular Commission meeting and work session held on May 2, 2022, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the week of May 15 – 21, 2022, as “*Emergency Medical Services Week*”. He presented the proclamation to Fire Chief Barry Young and members of the Emergency Medical Services Team of the Hobbs Fire Department. Chief Young thanked Mayor Cobb and the Commission for their support. He stated there would be tours available of all fire stations and free blood pressure checks.

Mayor Cobb proclaimed Saturday, May 21, 2022, as “*Kids to Parks Day*” and presented the proclamation to Mr. Bryan Wagner, Parks and Open Spaces Director. Mr. Wagner encouraged families to get outdoors and visit local parks to enjoy some fresh air and the park amenities.

Mayor Cobb proclaimed that Hobbs has been extremely dry resulting in conditions of exceptional drought with such conditions expected to likely continue. He stated the areas are susceptible to high fire risk and any fires could threaten homes and structures, putting the health and safety of our citizens at risk. Mayor Cobb proclaimed that due to these conditions, the sale and use of aerial fireworks and ground audible fireworks are prohibited in accordance with City ordinance. He further stated nothing in this proclamation prohibits a City-approved display of fireworks. Fire Chief Young stated the City of Hobbs is at its highest level of drought. Following this proclamation, if there is little to no rain received, the next step would be to ban fireworks to protect the safety and welfare of the citizens, and this next step would require a public hearing accordingly.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the Month of May, 2022.

- 5 years – Enrique Guillen, Parks and Open Spaces Department
- 5 years – Donald Stone, Hobbs Express
- 5 years – Douglas Vitt, Golf Maintenance
- 10 years – Anthony Inman, Water Production
- 25 years – Anthony Maldonado, General Services Department

Mr. Gomez reviewed highlights about each employee and thanked the Mayor and Commission for the opportunity to recognize employees which are the City's most importance resource. Mr. Gomez thanked each employee and also the employees' families for their contribution to the organization.

Commissioner Calderón left the meeting at 6:25 p.m. to attend a Hobbs Municipal School Board function.

Public Comments

Mayor Cobb stated due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, May 16, 2022.

Rev. B. J. Choice thanked the Commission and City Staff, on behalf of the Choice Family, for the prayers and support for the loss of his three great grandchildren in a tragic vehicle accident. Rev. Choice also addressed several comments to the Commission regarding the racist shooting attack that killed ten people in a supermarket in Buffalo, New York.

Consent Agenda

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

Commissioner Smith moved for approval of the following Consent Agenda items:

Resolution No. 7200 – Approving the Issuance of a Junkyard License to Whitehorse Auto Salvage Located at 1112 West Marland

There being no discussion, Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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.

Discussion

None

Action Items

Resolution No. 7201 – Consideration and Approval of the FY 2022-2023 Preliminary Budget

Mr. Toby Spears, Finance Director, explained the resolution and stated pursuant to applicable state law, the preliminary budget must be approved and submitted to the Local Government Division of the New Mexico Department of Finance and Administration (NMDFA) by June 1, 2022. He stated this proposed preliminary budget includes \$66,944,694.87 in proposed General Fund expenditures and \$130,881,706.67 in proposed expenditures for all funds. Revenues in the General Fund are projected at \$58,329,115.50 and total revenue projections for all funds are set at \$113,277,585.00. Current projected general fund cash reserve is set at 43% with a preliminary ending cash balance for all funds of \$69,082,923.06. He stated there have been no changes since discussion of the preliminary budget and it will be posted to the City's website www.hobbsnm.org upon approval by the City Commission.

There being no comment or discussion, Commissioner Fields moved that Resolution No. 7201 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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.

Commissioner Fields expressed appreciation to the Finance Department for keeping the Commission informed about the financial condition of the City.

Resolution No. 7202 – Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2022-2023 for the EDC Airline Marketing, Hobbs USSSA and Hobbs Airfield Speedway

Mr. Toby Spears, Finance Director, explained the allocation request and stated the Lodgers' Tax Board (Board) met in a special meeting on May 12, 2022. The Board has approved and recommends the Commission approve the following allocations for lodgers' tax:

EDC - Airline Marketing	\$	200,000.08
Hobbs USSSA – two events	\$	11,500.00
Hobbs Airfield Speedway	\$	20,971.00

He stated the EDC allocation is being requested from the 25% of lodgers' tax funding for airline subsidy and the remaining two events are being requested from the 20% of lodgers' tax of non-profit/for-profit funding. Mr. Spears reviewed the April 30, 2022, estimated cash balance for the Lodgers' Tax Fund:

Security and Sanitation (15%)	\$	0.00
Profit, Non-profit, Public Entities (20%)	\$	230,607.65
City and County (40%)	\$	591,057.78
Airline (25%)	\$	<u>294,140.65</u>
TOTAL CASH AVAILABLE	\$	<u>1,115,806.09</u>

Mr. Spears stated the FY 23 budget does look promising as \$98,000.00 was collected during the month of April for lodgers' tax.

In response to Mayor Cobb, Mr. Spears stated representatives of the EDC and USSSA are present tonight. No representative was present from the Hobbs Airfield Speedway.

Commissioner Mills stated individuals were present from all of the organizations during the Lodgers' Tax Board meeting when they made their presentations.

There being no further discussion, Commissioner Mills moved that Resolution No. 7202 be adopted with the funding allocations as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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.

Consideration of Approval of RFP 532-22 to Furnish Electrical Repairs/Replacement for the City of Hobbs and Recommendation to Accept Proposals from G&P Automation & Electric, LLC, and Kirkmeyer Electric, Inc.

Ms. Shelia Baker, General Services Director, explained RFP 532-22 to furnish electrical repairs/replacement. She stated this RFP is for an annual contract, renewable for up to four years, and is able to be awarded to multiple companies. Ms. Baker stated two proposals were received from G&P Automation & Electric, LLC, and Kirkmeyer Electric, Inc., and the City desires to enter into contracts with both vendors. She explained the various departments budget for their own needed electric work with the General Services Department serving as the point of contact between the department and the firm.

There being no discussion, Commissioner Smith moved that the proposals of G&P Automation & Electric, LLC, and Kirkmeyer Electric, Inc., be accepted to furnish electrical repairs/replacement. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1592-22 for Security Renovations for Municipal Court and Recommendation to Accept Bid Lot 1 from Lasco Construction, Inc., in the Amount of \$413,840.00

Ms. Baker explained Bid No. 1592-22 for security renovations for Municipal Court. She stated the safety improvements are designed to provide safe refuge in the building or safe retreat from the premises. Ms. Baker stated two responsive bids were received on the project and the City recommends awarding Bid Lot 1 to Lasco Construction in the amount of \$413,840.00.

There being no discussion, Commissioner Fields moved that the bid of Lasco Construction be accepted for Bid Lot 1 in the amount of \$413,840.00 to furnish security renovations at Municipal Court. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 7203 – Extending and Amending the Professional Services Agreement with Rockwind Grill, LLC, for Management and Operation of Rockwind Restaurant and Catering Service

Mr. Doug McDaniel, Recreation Director, explained the resolution and stated this resolution will contractually bind the City of Hobbs and Rockwind Grill, LLC, to continue food and beverage services at Rockwind Community Links. He stated in June, 2019, the City entered into a professional services agreement with Pacific Rim, Inc., for restaurant, food, beverage and catering services at Rockwind Community Links. He further stated the agreement was subsequently assigned by Pacific Rim, Inc. to Rockwind Grill, LLC, with the consent of the City, binding Rockwind Grill, LLC, to the term of one year with the option of three one-year renewals. He stated the City has exercised its first and second options to extend under the initial agreement. Mr. McDaniel stated this proposed resolution would trigger the third and final renewal of the agreement if approved by the Commission at tonight's meeting.

Mr. McDaniel stated the agreement has been amended and now includes language regarding sales by food trucks during events at Rockwind Community Links and addresses capital improvements or other modifications in the food service operations at the Rockwind Community Links Clubhouse.

Mayor Cobb thanked Mr. Hayden Andrews in working together with the City to improve the atmosphere and help the Booster Clubs when they have activities at the Golf Course.

There being no discussion, Commissioner Smith moved that Resolution No. 7203 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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.

Consideration of Approval of RFP 530-22 to Furnish Meal Services for the Senior Center and Recommendation to Accept the Proposal from Great Western Dining in the Amount of \$5.45 Per Meal

Mr. McDaniel explained RFP 530-22 to furnish meal services for the Senior Center. He stated one proposal was received from Great Western Dining Services, Inc. Mr. McDaniel stated this vendor has provided meals for the Hobbs Senior Center for over 15 years and is also the current provider at the University of the Southwest. He explained that City staff picks up the meals for the Hobbs Senior center at the USW campus. The number of meals included in the RFP was 500 meals per week for the congregate meals served at the meal site and 5000 meals per week for the home delivered meals. He explained that staff updates the exact number of meals needed on a regular basis if more/fewer meals are needed. Diabetic meals are prepared daily for those who need them. The cost per meal submitted in the RFP is \$5.45 per meal as compared to the current meal cost of \$3.97 per meal. Mr. McDaniel stated it is anticipated the Senior Center will serve approximately 46,000 meals annually at a projected total cost of \$250,700.00. Grant funding is included in the City's budget for funding from the New Mexico Aging and Long Term Services Division and the Non-Metro Area Agency on Aging as well as donation from seniors who receive the meals.

In response to Mayor Cobb's question, Ms. Angela Courter, Senior Affairs Coordinator, stated she was expecting an increase in the meal cost due to inflation and the rising costs of food.

Commissioner Penick thanked Ms. Courter and the staff at the Senior Center for the great work they do for the seniors in the community.

There being no discussion, Commissioner Gerth moved that the proposal of Great Western Dining Services, Inc., be accepted to furnish meal services for the Senior Center as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Manny Gomez, City Manager, thanked Mayor Cobb and the City Commission for approval of the preliminary budget which includes a comprehensive pay plan for the employees. He stated it is an important issue and it is now time to move forward with the plan. Mr. Gomez expressed thanks to City staff and stated the employees are the most important resource in the organization.

Mr. Gomez announced there would be a work session on Monday, May 23, 2022, at 5:00 p.m. to discuss the Economic Development Strategic Plan.

Mr. Gomez reminded everyone that the Water Conservation Period begins May 15, 2022, and ends September 15, 2022. He stated 2.14 billion gallons of water have been saved since the inception of the Water Conservation Program in 2015.

Mr. Gomez stated the Veterans Memorial Dedication Ceremony will be held on Memorial Day, Monday, May 30, 2022, at 1:00 p.m.

Commissioner Gerth stated he hoped to see the City employees at the employee picnic on Tuesday from 11:00 a.m. – 1:30 p.m. at City Park.

Commissioner Mills expressed appreciation for the approved budget and stated while no compensation plan is perfect, this one at least establishes a basic groundwork to work from. Commissioner Mills also agreed with Rev. Choice's comments about the horrific shooting incident in Buffalo, New York. He stated parents need to teach their kids early in life to have empathy and respect for one another.

Commissioner Fields congratulated the milestone recipients and stated he very much appreciates their sacrifices and efforts for the Hobbs. He thanked Tanya Sanchez for organizing the trash cleanup which was held on Saturday. Commissioner Fields expressed appreciation to members of the Hobbs High School Boys Basketball Team who showed up and helped pick up trash. He also commented that everyone should respect each other and not look at skin color. Lastly, he stated the improvement work scheduled at Charlie Brown Park should start very soon.

Commissioner Penick stated he is glad to hear the compensation plan was approved. He commented he is very excited and looking forward to the Veterans Memorial Park Dedication Ceremony on May 30, 2022.

Commissioner Smith thanked all of the City employees and the Mr. Gomez for the work on the budget process. He stated effectiveness and efficiencies are consistent themes throughout the entire budget. While the City should financially be doing great right now, things are down due to Legislative policies which are outside the City's control. He stated while there is a slight increase in the budgetary numbers, those increases did not keep up with the rate of inflation. Commissioner Smith stated we all have a responsibility to be efficient, and he encouraged City staff to continue being efficient when spending. He stated the elected officials will work to change the tax legislation. He said it is very apparent in the slides presented by Mr. Spears that the State's portion of the GRT has increased and it is just not right.

Commissioner Smith stated he appreciated the words of Rev. Choice and Hobbs is fortunate to have a very strong leadership across all racial ethnicities who can join together at the table to have meaningful conversations.

Mayor Cobb stated interim committee meetings will start soon related to changes in the taxation law.

Mayor Cobb also commented that he met with a behavioral health provider, New Mexico First, regarding future plans and possible use of the existing Covenant Health facility as a behavioral health facility.

Adjournment

There being no further business or comments, Commissioner Smith moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, May 23, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Mayor Cobb called the work session to order at 5:00 p.m. and welcomed everyone in attendance at the meeting and everyone viewing through Livestream. The City Clerk called the roll and the following answered present:

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

Also present were Mr. Manny Gomez, City Manager, Mr. Toby Spears, Finance Director, Mr. Efren Cortez, City Attorney, Ms. Jan Fletcher, City Clerk, and Ms. Mollie Maldonado, Deputy City Clerk. Other staff members and public were also present.

Mayor Cobb stated the purpose of today's work session is to review a draft of the proposed Hobbs Economic Development Strategic Plan to identify the scope and type of businesses. He stated this ordinance is not for employers with three to four employees. It is for companies with a bigger number of employees who would provide gross receipts tax revenue to the City.

Mr. Efren Cortez, City Attorney, stated he is here with Ms. Jennifer Grassham, Executive Director of the Economic Development Corporation of Lea County (EDC) to discuss the proposed Economic Development Strategic Plan. He stated no formal decisions will be made during the work session, only a review of the plan and any suggested changes. Mr. Cortez stated the Project Participation Agreement is not the Strategic Plan but is a crucial part of the process.

Mr. Cortez reviewed the history of the Local Economic Development Act (LEDA) in NMSA §5-10-4 and stated there is a restriction that assistance under this Act shall not exceed the expenditures of monies exceeding 10% of the City's general fund budgeted expenditures in any one year. Other assistance, such as the sale of already owned City land, will not count against the 10% limit. Currently, as an example, 10% of the FY 21-22 annual expenditures would be approximately \$6.7 million.

In response to Commissioner Smith's inquiry, Mr. Cortez clarified that the sale of land at HIAP, as an example, would not take away from the \$6.7 million. He stated the law does not require the City to spend that amount as the City can set a lower number.

Mayor Cobb agreed and stated the City can use fiscal restraint and spend a lesser amount rather than the full 10% allowed.

A discussion was held regarding the impacts of HB6 on gross receipts tax (GRT) and the importance of looking for businesses that will generate GRT in the City. Mayor Cobb stated this will be one of the most important aspects to review.

Mr. Cortez reviewed the plan and stated the needs may or may not be the same as they were in 2003. He stated he is prepared to create a redline working version of the document to work toward a final document for approval by the Commission at a later date.

Mr. Cortez reviewed the index containing the contents of the document which should be consistent and similar to the existing index.

A lengthy discussion was held on the goals of the plan contained in Section One and the pros and cons of whether the plan should apply to retain existing businesses. Mr. Cortez stated every business is ultimately required to appear before this Commission and present their plan. He stated the EDC has agreed to implement a structure to evaluate the business applicants and plans.

Mr. Manny Gomez, City Manager, stated the plan is a “big picture view” of the process and it should not be too specific in nature. Some of the goals already listed are adequate.

Following the lengthy discussion, some changes to Sections 1 of the Plan were recommended as follows:

SECTION ONE - ECONOMIC DEVELOPMENT GOALS

- 1.1 Having encouraged the support of the community and its leadership through public meetings and interviews, this economic development strategic plan declares the following to be desired goals:
 - A. To diversify the local economy by the creation of additional jobs with the attraction of new business.
 - B. Work with existing businesses to improve the general business climate in order that they may be successful in retaining employees and creating new jobs through expansion.
 - C. To support the development of industrial/business park(s) that will be attractive to new and expanding business.
 - D. To, when feasible and within the provisions of the New Mexico Local Economic Development Act, use public funds to assist in the development of new jobs.

- E. To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.
- F. To help develop within the community's resources the best possible vocational and other skill training to prepare the local populace to enter the work force.

In discussing Sections Two and Three regarding the general and specifically identified target industries, Mayor Cobb suggested that Mr. Cortez polish up the language in the bullet points to make it sound more appropriate. Commissioner Mills stated many people do not understand what the words "per capita" means.

In discussing the industry description, Mr. Cortez stated the statute requires the City to identify the type of industry that may be considered when providing assistance under the Local Economic Development Act. He suggested the Commission think of the industry as a whole and maybe include a catch-all phrase to include others that the Commission may wish to consider on an individual basis.

In response to Mr. Cortez' question, Ms. Grassham suggested that medical and healthcare, retail sector, entertainment, manufacturing and energy related businesses should be considered as well as any others which generate GRT. Mr. Cortez stated the impacts of HB6 could be overturned at a later date, although Mayor Cobb stated he did not feel like that would likely ever happen.

Mr. Cortez cautioned the Commission to avoid language which could be considered competition among the industries and disparate treatment.

In response to Mayor Cobb's question, Mr. Cortez stated Albuquerque has health care, manufacturing, retail, etc., included in its plan.

Mr. Gomez suggested letting the City look into the definitions such as industry, mining, etc., which are used by the Taxation and Revenue Dept.

Proposed changes to Section Two are identified as follows:

SECTION TWO - GENERAL TARGET INDUSTRY CRITERIA:

- 2.1. Types of businesses that meet the community's goals - Businesses that fit most or all of these criteria will be selected when considering giving assistance under the Local Economic Development Act. This list is not necessarily all inclusive, and should an industry fall outside this preferred list, individual consideration will be granted.

Hobbs considers the following types of businesses to be those that are preferred or meet the community goals:

- A. Industry that is able to take advantage of Hobbs' comparative advantages as follows:
 - 1. Availability of natural resources.
 - 2. Favorable climate.
 - 3. Ample, low cost-land available for development.
 - 4. Affordable housing.
 - 5. Ample availability of a skilled workforce and access to substantial infrastructure of work force development within the secondary and post-secondary level.
 - 6. Significant secondary and post-secondary educational and healthcare institutional resources.
 - 7. A positive business climate within the private and public sectors.
 - 8. Affordable and readily available Energy Resources.
- C. Industries that pay comparative wages, provide benefits to foster a positive work/life balance, and that will help improve the local per capita income (household income).
- D. Industry that will help diversify the local labor market.

Mr. Cortez suggested reconvening to discuss changes to Section Three.

Ms. Grassham stated the Bureau of Business and Economic Research (BBER) utilizes the NAICS Codes.

Mr. Cortez stated Section Four pertains to possible community assistance under the Local Economic Development Act regarding direct or indirect assistance. Mayor Cobb suggested a change to Paragraph D related to the Federal minimum wage.

A discussion was held regarding the issuance of Industrial Revenue Bonds to assist in the location or expansion of a qualifying business.

In Section Five regarding the criteria for community assistance, Mr. Cortez stated community assistance will be considered for those industries that meet the criteria of a "qualified entity" as defined in the Local Economic Development Act. He stated the EDC and staff are very qualified and could be helpful in fielding applications, distributing packets, analyzing data, scoring applications, making recommendations

and presenting those recommendation to the Commission. At that time, the Commission would then formally vote on a Project Participation Agreement.

Mayor Cobb suggested there should be a separate set of criteria for a privately held business and a publicly held business. Following some discussion, Mr. Cortez stated he would revise the language to make it appropriate so the Commission would get the most information possible to make an informed decision on the use of any public funds.

Mr. Cortez displayed a sample Projection Participation Agreement which has been used by the City of Albuquerque. He stated he would provide a copy of the agreement to the City Commission for sample review only. Mr. Cortez explained it is important the contract gives recourse to the City if the business project does not fulfill its obligation. He stated the purpose is to use tax dollars to grow a larger tax base for the benefits of the taxpayer. Different types of economic development plans and incentives are used are used in Texas, as an example, with varying degrees of success. Mr. Cortez emphasized that taking a targeted and calculated approach is the most effective process.

In response to Mayor Cobb's question, Mr. Cortez stated the existing ordinance becomes effective July 1 but if the City is not ready with a revised plan at that time, it will become effective when the plan is ready. He added the EDC currently has prospective businesses looking at the Hobbs market area.

In answer to Commissioner Smith's question, Mr. Spears stated there are no funds in the FY 22-23 budget for LEDA. Mayor Cobb stated funds could be added to the budget for this purpose.

Mr. Cortez stated additional discussion on this matter could take place at the next meeting. He stated he would be sending documents to the Commission for review prior to the next meeting. Once a plan is finalized, the Commission would need to work on a proposed Project Participation Agreement.

There being no further discussion, Mayor adjourned the work session at 6:35 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: Reject All Bids (Bid No. 1593-22) – Manhole Rehabilitation Indefinite Quantity Bid

DEPT. OF ORIGIN: Utility Dept. / Eng. Dept.
DATE SUBMITTED: 5-27-2022
SUBMITTED BY: Tim Woomer, Utilities Director / Todd Randall, Eng. Dept.

Summary:

Bid No. 1593-22 – Manhole Rehabilitation Project was advertised on April 14th and two addendums were issued. The Bid Opening was May 5th, 2022 and only one bid was received. In review of the only bid, Staff believes it's not in the best interest of the City to accept and recommends rejection of all bids.

Staff will modify the bid documents and unit price line item to better define the Mobilization Bid Item, provide more detailed description of the anticipated work to be awarded in the first year and re-advertise the project. The intentions is for this contract to be an annual contract and individual task order issued for manhole rehabilitation improvements.

Fiscal Impact:

Budget Line Item: 62-4062-44901-00248
FY22 Budget: \$483,682

Reviewed By:

[Signature]
Finance Department

Attachments:

Resolution / Map

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

To consider and approve the rejection of all Bids for Projection No. 1593-22 (Manhole Rehabilitation)

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

Bid Summary

BID/PROPOSAL NO. 1593-22

FURNISH manhole Rehabilitation Project

Bidder	KE+C			
NM Contractors License No.	3909426			
Bid Bond				
Addendum(s)	✓			
Bid Form	✓			
List of Subcontractors				
Resident Bidders Pref No.	✓			
Veterans Preference	✓			
Campaign Cont. Dis. Form	✓			
Non-Collusion Affidavit	✓			
Related Party Disclosure Form	✓			
Non-Debarment Cert	✓			
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	\$76,821.00			

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
CONSTRUCTION OF

MANHOLE REHABILITATION
PROJECT
1593-22



CITY OF HOBBS
Finance Department
200 E. BROADWAY
HOBBS, NM 88240
575-397-9244 BUS
575-397-9450 FAX



IT ALL HAPPENS HERE™

NOTICE TO BIDDERSⁱ
NO. 1593-22

MANHOLE REHABILITATION PROJECT

City of Hobbs, New Mexico

Sealed bids will be received by the City of Hobbs, New Mexico, at the office of the Purchasing Agent at City Hall, 200 E. Broadway, until **APRIL 28, 2022 at 2:00 P.M.**, to **FURNISH AND INSTALL MANHOLE REHABILITATION PROJECT** as specified.

At the above time, bids will be publicly opened in the Engineering Conference Room of City Hall (Room B131) and read aloud. Any bid received after the stated time will be returned unopened.

A Pre-Bid Conference will be on **APRIL 14, 2022 at 2:00 P.M.** in the Engineering Conference Room of City Hall (Room B131). Attendance is not mandatory.

Electronic copies of the plans and specifications may be procured without charge from the office of the Finance Department, 200 E Broadway St., Hobbs, NM. Shelly Raulston @ sraulston@hobbsnm.org or 575-397-9244.

In case of ambiguity or lack of clearness in stating bid prices the City of Hobbs, New Mexico, reserves the right to adopt the most advantageous thereof, or to reject any or all bids and waive irregularities.

CITY OF HOBBS, NEW MEXICO

Manny Gomez, City Manager

Publication Date: **March 27, 2022**

SECTION 3 - BID FORM (Unit Price Contract)

Bid No. 1593-22

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

DATE: 05-05-2022

Bid of KE&G Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Arizona to the City of Hobbs (hereinafter called "OWNER").

MANHOLE REHABILITATION PROJECT

The Bidder, in compliance with your invitation for bids for construction of the MANHOLE REHABILITATION PROJECT, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated **March 27, 2022**.
2. The contract documents, including General Conditions, Project Description, Special Conditions and Technical Specifications as prepared by the **City of Hobbs**.
3. Construction Plans and Specification as prepared by the **City of Hobbs**.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Task Orders will be issued based on the quantity and unit bid items provided by the bidder. Each item must be bid. The cost of any work added or deducted shall be computed at the unit prices bid.

PART 1 – BID

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. (Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.)

Sanitary Sewer Manhole Rehabilitation					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost.	1	LS	\$60,200.00	\$60,200.00
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COH Traffic Engineering, and all other work considered incidental to this item.	1	LS	*NEGOTIATED*	
3	Condition assessment of manhole, including but not limited to the lifting and inspecting of the manhole cover, taking all relevant measurements of the manhole, and inspecting the walls of the manhole for structural integrity.	1	EA	\$951.00	\$951.00
4	Furnish and install Triplex Liner (5600 Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,110.00	\$1,110.00
5	Furnish and install Triplex Liner (6800 Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,220.00	\$1,220.00
6	Furnish and install Triplex Liner (5600 Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,250.00	\$1,250.00
7	Furnish and install Triplex Liner (6800 Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,370.00	\$1,370.00

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
8	Furnish and install Triplex Liner (5600 Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,390.00	\$1,390.00
9	Furnish and install Triplex Liner (6800 Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,520.00	\$1,520.00
10	Furnish and install Triplex Liner (6800 Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5.5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,710.00	\$1,710.00
11	Furnish and install Triplex Liner (6800 Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 6 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF	\$1,830.00	\$1,830.00
12	Furnish and install Triplex Liner (6800 Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a manhole with a diameter greater than 6 feet. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. Pricing will be pro rata or proportional to the 4 foot diameter base price listed above.	1	VF	\$4,270.00	\$4,270.00

TOTAL BID PRICE: \$ 76,821.00

Seventy Six Thousand Eight Hundred Twenty One Dollars & Zero Cents

Please write bid price in both numbers and words

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.



100% Employee Owned

3949 EAST IRVINGTON ROAD
TUCSON, ARIZONA 85714
www.kegtusv.com
(520) 748-0188
FAX (520) 748-8975

Proposal Exclusions;

- ✓ Any required manhole construction will be priced by KE&G Construction, Inc. at the time of request, due to no available GIS or location mapping being available at bid time we cannot be held responsible for that unknown factor.
- ✓ Any required rehabilitation of manholes beyond the scope outlined in bid item verbiage will be priced by KE&G Construction at the time of request.
- ✓ Utility Hook-ups, Light Pole Construction, Electrical work, Engineering, SWPP, Site Stabilization, Pavement Removal, Pavement Replacement, Over -Excavation, Off-Site Export, Pavement Stripping, Landscaping, Irrigation, Tree Salvage, New Trees, Hydro seeding, Landscape Establishment, Herbicide, Certified Payroll, Railroad Permits.
- ✓ Manhole ring and cover replacement costs will be assessed on a Time and Material basis.
- ✓ By-pass pumping – if required will be negotiated on a Time and Material basis.

Subsequently, any Increases in materials pricing included in this proposal, which is beyond our control, will be passed on to the client.

Pricing is valid for 30 days

Should you require additional information please feel free to contact me at 520-307-5065.

Best Regards,

Luke Weinstein
Project Manager/Estimator
KE&G Construction, Inc.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged

Addendum No. 1 Date 04-25-2022.
Addendum No. 2 Date 04-27-2022.
Addendum No. _____ Date _____.
Addendum No. _____ Date _____.
Addendum No. _____ Date _____.

Bids will be opened on **April 28, 2022 at 2:00 P.M.**, Hobbs City Hall, New Mexico.

The Bid is hereby respectfully submitted by:

KE&G Construction, Inc., Ed Anderson

Name of Bidder



05-05-2022

By (Signature)

Date

(SEAL) if Bid is by Corp.

Ed Anderson, Vice President

Printed Name & Title

New Mexico Contractor's
License Number

390946

3949 E. Irvington Road

Address

Tucson, AZ.

85714

City & State

Zip

New Mexico Contractor's
Resident Bidder's Preference
Number

N/A

520-748-0188

Telephone Number

New Mexico Contractor's
Resident Veterans Preference
Number

N/A

Workforce Solutions Registration
Number

22058168192017

LIST OF SUBCONTRACTORS

1. To be fully executed and included with bid as a condition of the bid.
2. The listing threshold is \$5,000.00 or one half of one percent of the total project cost whichever is greatest.

<u>Nature of work</u>	<u>Subcontractor Name</u>	<u>Location of Business</u>
<u>None anticipated at this time.</u>		

Note:
1. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000.00) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] shall be registered with the labor and industrial division of the labor department. All tiers of subcontractors shall be subject to the requirements of this subsection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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



Signature Ed Anderson

05-05-2022

Date

Vice President

Title (Position)

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



NON-COLLUSION AFFIDAVIT

STATE OF Arizona)

CITY OF Tucson)

Ed Anderson (name) being first duly sworn, deposes and says that he/she is (title) Vice President of (organization) KE&G Construction, Inc.

who submits herewith to the City of Hobbs, a bid/proposal:

That all statements of fact in such bid/proposal are true:

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said proposer/bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Hobbs, or of any proposer/bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of bid/proposal, said bidder/proposer;

- 1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual group of individuals, except that City of Hobbs, or to any person or persons who have a partnership or other financial interests with said proposer/bidder in his/her business.

By: Ed Anderson
Title: Vice President

SUBSCRIBED and sworn to before me this 5th day of May, 20 22

Notary Public: Elizabeth M. Gallego

My Commission Expires; October 26, 2024



City of Hobbs
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion

The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further agrees by submitting this bid/proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid/proposal submission

Failure to acknowledge the above conditions would render the Bid/Proposal non-responsive.

I acknowledge:

Company Name: KE&G Construction, Inc.

Signature 

Print Name Ed Anderson, Vice President

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commissioners, elected officials, or City of Hobbs employees?

YES ___ NO X

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, elected officials, or City of Hobbs employees and have you had any of the following transactions beginning the current calendar year 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 YES ___ NO X
or facilities?
Commissions or royalty payments? YES ___ NO X

3. Does any member of the City Commission, elected officials, or City of Hobbs employees, 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, 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, elected officials, or City of Hobbs employees?

YES ___ NO X

5. Are you negotiating to employ or do you currently employ any employee, elected official, or family member of an employee or elected official for the City of Hobbs? (family means: spouse, children, grandchildren, siblings, grandparents, nieces or nephews)

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs? (family means: spouse, children, grandchildren, siblings, grandparents, nieces or nephews)

YES ___ NO X

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

Signature of Owner or Company President Chris Albright Date 05-05-2022

(Print Name and Title): Chris Albright, President

SECTION 4 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,* the undersigned, and **
, as surety are held and firmly bound unto the City of Hobbs, a New Mexico municipal corporation, Lea County, New Mexico, hereinafter called the OWNER, in the penal sum of Five Percent of the Principal's Bid Amount Dollars (\$ 5% of Bid Amount) Lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated May 5, 2022, to the City of Hobbs, New Mexico, for:

MANHOLE REHABILITATION PROJECT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefore, or if no period be specified within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a Written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

* KE&G Construction, Inc.

** Travelers Casualty and Surety Company of America

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 4th day of May, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address)

(Partnership) (SEAL)

(Business Address)

ATTEST: Elizabeth M. Dallego
Office Manager
Affix
Corporate
Seal

By: KE&G Construction, Inc.
(Corporate Principal)

3949 E Irvington Rd
Tucson, AZ 85714

(Business Address)

By: Ed Anderson

Ed Anderson, Vice President

ATTEST: Michael Perkins
Affix
Corporate
Seal

Travelers Casualty and Surety Company of America
(Corporate Surety)

By: Tina Marie Perkins
Tina Marie Perkins, Attorney-In-Fact

COUNTERSIGNED:
By: Kirclin Welch
Kirclin Welch

Attorney-in-Fact, State of Arizona

Power-of-Attorney for person signing for Surety Company must be attached to bond.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Marie Perkins** of **TUCSON**, **Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of May, 2022 .




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



ENGINEERING DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9232 bus
575-397-9227 fax

ADDENDUM NUMBER 1
CITY OF HOBBS
MANHOLE REHABILITATION PROJECT
BID NO. 1593-22

DATE: April 25th, 2022

The following changes and clarifications shall be made to the construction plans, specifications and contract documents to the above mentioned project.

1. BID OPENING

Delete all references to the Bid Opening Date and replace with the following:
Sealed bids will be received by the City of Hobbs, New Mexico, at the office of the Purchasing Agent at City Hall, 200 E. Broadway, until **May 5th, 2022 at 2:00 P.M.**, to FURNISH AND INSTALL MANHOLE REHABILITATION PROJECT as specified.

Please acknowledge receipt of this addendum by placing the number "1" or writing "one" and writing the date in the space provided on page 3.4 of the Bid Form

<<<<END OF ADDENDUM No. 1>>>>



**ADDENDUM NUMBER 2
CITY OF HOBBS
MANHOLE REHABILITATION PROJECT
BID NO. 1593-22**

**Addendum No. 2
11 Total Pages including this page**

DATE: April 27th, 2022

The following changes and clarifications shall be made to the construction plans, specifications and contract documents to the above mentioned project.

1. Specifications and Contract Documents

Section 3 – Bid Form (2 pages attached)

- a. Please remove Bid Form Sheets 3.2 & 3.3 and replace with the attached Bid Form Pages 3.2 & 3.3 marked Addendum No. 2.
- b. Changes include modifying the pay item units for Triplex Liner from each (EA) to vertical foot (VF)
- c. Bid Item 2 is changed from INCIDENTAL to NEGOTIATED.

2. Section 14 – Technical Specifications (6 pages attached)

- a. Attached are the Section 14 – Technical Specifications

3. Pre-Bid Meeting Attendance Sheet (1 page Attached)

4. Questions & Answer from Pre-Bid and written questions:

- a. What is the estimated number to manholes to be rehabilitated per year?
 - i. *The City of Hobbs has approximately 30 to 50 manholes to be rehabilitated during the first year and intends to budget annually for approximately the same amount.*
- b. Approximately how many manholes does the City of Hobbs have?
 - i. *Approximately 3,400 manholes.*
- c. Will there be multiple task orders in a year?
 - i. *The intent is to coordinate with the awarded contractor and minimize multiple mobilizations.*
- d. Ring and Cover to be replaced with each rehabilitated Manhole?
 - i. *City of Hobbs will evaluate with the contractor the condition of the ring and cover to determine whether it needs to be placed. If replacement is required, the City of Hobbs will provide replacement ring and cover to the contractor to be installed with the manhole rehabilitation.*
- e. Construction Water process and availability?
 - i. *Contractor to provide the construction water and set-up an account for a fire hydrant meter through the Water Office.*
 - ii. *Only the City can move the fire hydrant meter from location to location*
 - iii. *City to waive fees associated with moving the meter. Contractor is responsible for all meter costs and water usage. Water cost rates are available from the Water Utility Office.*
- f. Disposal of material:
 - i. *Contractor shall contract with third party solid waste provider.*
- g. Shipping Address for Liners
 - i. *1301 S. Fifth St, Hobbs, NM 88240 (7am to 6pm M-Th)*

- h. Working Schedule Limits:
 - i. *Contractor to schedule work and no work past sundown.*
 - ii. *Utilities Director can approve alternative working hours on a case by case*
 - iii. *Work can be scheduled 7 days a week.*
- i. Manhole Unique Identifiers
 - i. *Yes, City of Hobbs to provide this information to the contractor to track manholes and progress*
- j. Permits required:
 - i. *City of Hobbs will not require any permits for manhole rehabilitation. Note any additional State or Federal permits will be responsibility of the contractor.*
- k. Manhole testing:
 - i. *The City of Hobbs reserves the right to have manhole tested, although may defer any testing. Note: The City of Hobbs' goal is not to compromise the integrity of a rehabilitated manhole.*
- l. How would the renewal be processed?
 - i. *The Contract may be renewed on an annual basis. Either the City of Hobbs or the Contractor may elect not to renew the contract. Contracts can be renewed for 3 additional consecutive years (4 years total)*
- m. How extensive of assessment is requirement?
 - i. *Bid Item No. 3 is intended to determine whether identified manholes would be eligible for rehabilitation, field verify dimension*

Please acknowledge receipt of this addendum by placing the number “2” or writing “two” and writing the date in the space provided on page 3.4 of the Bid Form

<<<<END OF ADDENDUM No. 2>>>>

PART 1 – BID

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. (Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.)

Sanitary Sewer Manhole Rehabilitation					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost.	1	LS		
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COH Traffic Engineering, and all other work considered incidental to this item.	1	LS	*NEGOTIATED*	
3	Condition assessment of manhole, including but not limited to the lifting and inspecting of the manhole cover, taking all relevant measurements of the manhole, and inspecting the walls of the manhole for structural integrity.	1	EA		
4	Furnish and install Triplex Liner (5600 Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
5	Furnish and install Triplex Liner (6800 Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
6	Furnish and install Triplex Liner (5600 Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
7	Furnish and install Triplex Liner (6800 Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 4.5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
8	Furnish and install Triplex Liner (5600 Series for manholes less than 13 feet) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
9	Furnish and install Triplex Liner (6800 Series for manholes 13 feet and deeper) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
10	Furnish and install Triplex Liner (6800 Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 5.5 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
11	Furnish and install Triplex Liner (6800 Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a 6 foot diameter manhole. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	1	VF		
12	Furnish and install Triplex Liner (6800 Series) or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System in a manhole with a diameter greater than 6 feet. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item. Pricing will be pro rata or proportional to the 4 foot diameter base price listed above.	1	VF		

TOTAL BID PRICE: \$ _____

Please write bid price in both numbers and words

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

MANHOLE REHABILITATION PROJECT

Pre-Bid Meeting

Bid No. 1593-22

4/14/2022

Name	Company	Email/Phone
Brock Poe	EXTREME INFRASTRUCTURE SERVICES, LLC	850-774-4066 extremeinfrastructure@gmail.com
Shelly Saulston	COH	575-397-9244 ssaulston@hobbsnm.org
Todd Landau	COH	TLANDAU@HOBBSNM.ORG / 575-397-9232
Tim Woomer	COH	TWOOMER@HOBBSNM.ORG

SECTION 14 - TECHNICAL SPECIFICATIONS
TECHNICAL SPECIFICATION
FOR
CURED-IN-PLACE MANHOLE REHABILITATION LINER SYSTEM

PART 1 GENERAL

1.01 SCOPE OF WORK

Furnish all materials, labor, equipment, tools and required incidentals for providing and installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes; shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.

1.02 REFERENCE STANDARDS

American Society for the Testing of Materials (ASTM):
F2414 – Standard Practice for Sealing Sewer Manholes Using Chemical Grouting.
D790 – Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

1.03 SUBMITTALS

Furnish the following to the owner when required;

- A. Detailed installation procedures, including substrate preparation, liner wet out, resin mixing, liner insertion, curing, cut-out, and edge sealing.
- B. Shop Drawing showing structure configuration, diameter, and length.
- C. Resin information including, Technical Data Sheets (TDS), Safety Data Sheets (SDS), and published physical properties.
- D. Liner information including, TDS, SDS, and composition of the respective layers.
- E. Certified independent laboratory tests on the proposed resin impregnated Liner showing values for Flexural Modulus of Elasticity, Flexural Strength, Tensile Strength, and Adhesion Testing.
- F. PH of the original substrate shall be taken. Third Party Chemical Resistance test results shall be submitted showing acceptable results of the Liner's ability withstand the determined PH. For lined channels testing must be in accordance with ASTM F1216 Appendix X2.1.

G. Stamped design for wall thickness. See Section 1.05.

H. A warranty certificate provided by the installer for material and labor.

1.04 QUALIFICATIONS

A qualified bidder shall be a Certified Installer of the Liner System Manufacturer and shall have a minimum of two years experience installing the Liner System. If Certified Installer does not have a minimum of two years experience then a representative of the Liner System Manufacturer that has two years experience shall be onsite during liner installations.

1.05 DESIGN

A. In order to maintain its water tightness the Liner shall be bonded to the original substrate in a way that does not allow water to find a pathway behind the Liner and enter into the waste stream. For the areas that are bonded the bond strength must be greater than the hydrostatic pressure. For areas that are not bonded a maximum radius of unbonded area and maximum distance (height) the Liner can be pushed off the substrate shall be established. It is recommend that the maximum radius of any one unbonded area be 6 inches and the maximum height be 1 inch. Therefore the minimum thickness can be determined by the following Roark's Formula for Stress and Strain 7th Edition Table 11.2, 10b ;

$$h = 464$$

Where;

h_{max} = Maximum lift of unbonded area (in.)

p = Hydrostatic Pressure (psi)

r_u = Radius of the largest unbonded area (in.)

$D = Et^3(12(1-\nu^2))$ Bending Stiffness of Liner

Where;

E = Modulus of Elasticity (psi)

t = Minimum Liner thickness (in.)

ν = Poisson's Ratio of the Liner

Rearranging the formula and substituting the recommended values for r_u and h_{max} and calculating for minimum thickness;

$$t = 243 \sqrt[3]{1 + 2}$$

B. In order to prevent cracking in the chimney portion of the Liner in geographical areas of freeze thaw and/or areas of traffic loading, at least one layer of 24oz per square yard woven roving fiberglass shall be incorporated into the chimney portion of the Liner. The fiberglass shall extend 4 inches below the last joint of the chimney.

PART 2 MATERIALS

2.01 LINER

- A. The Liner shall be composed in one of the following two configurations;
- 1 Single Layer - Non-Porous Membrane
 - a. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - 2 Multiple Layers - Non-Porous Membrane and fiberglass.
 - a. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - b. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and amount of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.

2.02 RESIN SYSTEM

- A. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

PART 3 EXECUTION

3.01 PREPARATORY PROCEDURES

- A. PH of the original substrate shall be determined.
- B. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
- C. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
- D. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within 1/2" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be

covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.

- E. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
- F. Bench shall be sloped so that water will flow back into channel.
- G. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
- H. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped by the use of chemical grout injection and/or by the use of fast-setting cement.
- I. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a fillet between the structure wall and the pipe making a smooth transition for the liner to bond.
- J. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
- K. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, in order to remove any film, grease, loose patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

3.02 GENERAL INSTALLATION PROCESS

- A. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
- B. All resin intended for the liner shall be mixed properly.
- C. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either sides of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.

- D. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.
- E. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
- F. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
- G. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
- H. Liner is pressurized with air or water to a minimum of 3psi. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases it may be necessary to enter the structure to hand position portions of the liner.
- I. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used a cool down period is needed equaling about 25% of cure time.
- J. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
- K. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

3.03 FINISHED LINER

- A. The finished CIP Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel, or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
- B. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

3.05 QUALITY ASSURANCE TESTING

- A. The contractor shall visually inspect the Liner from inside the structure and report to the Owner any defects that may affect performance of the liner. All defects shall be fixed to conform with these specifications.
- C. The Contractor shall spark test the entire Liner in accordance with the spark testing equipment specifications. All defects must be repaired using an epoxy mastic that is compatible to the Liner system.
- D. Adhesion Testing shall be performed on the first manhole of a project in two locations; a location on the wall within 6 inches from the bench and a location on the bench. Projects over 30 manholes shall require an additional manhole to be tested.

3.06 CLEANUP

Clean up the entire project area after the work is completed and all testing accepted. Remove and dispose of all excess material and debris not incorporated into the permanent installation.

3.07 MAINTENANCE

Any defects shall be repaired in accordance with the manufacturers' recommendations on an as needed basis.

3.08 WARRANTY

Manufacturer and Installer of the Liner system shall provide a 10 year warranty on materials and labor.

END OF SECTION

DISCUSSION

For the City of Hobbs

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365

January - 2021 through December - 2021 Total	3137.698
January - 2020 through December - 2020 Total	3029.513
Change in 12-Month CPI Measure	108.185
Percent Change in 12-Month CPI	3.6%

City of Hobbs

EXHIBIT A

July 1, 2022

Residential Rate Schedule

CPI

3.6%

Residential Rate - 96 Gallon Cart	\$	20.61
Extra Cart	\$	8.00
Cart Replacement	\$	82.76
Bulky Item Pickup	\$	33.10

Commercial Rate Schedule

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	7 x week
96 Gallon Cart	\$ 26.63	N/A	N/A	N/A	N/A	N/A	N/A
1.5 yard	\$ 71.35	\$ 117.86	\$ 164.27	\$ 210.75	\$ 257.22	\$ 303.73	\$ 350.21
2 yard	\$ 95.45	\$ 158.59	\$ 222.09	\$ 285.56	\$ 349.07	\$ 412.48	\$ 476.01
3 yard	\$ 117.86	\$ 197.21	\$ 276.60	\$ 355.96	\$ 435.34	\$ 514.77	\$ 594.15
4 yard	\$ 145.04	\$ 240.32	\$ 335.63	\$ 430.92	\$ 526.25	\$ 621.55	\$ 716.85
6 yard	\$ 184.09	\$ 316.81	\$ 449.41	\$ 613.48	\$ 714.20	\$ 846.43	\$ 979.12
8 yard	\$ 245.73	\$ 424.89	\$ 604.58	\$ 783.69	\$ 963.29	\$ 1,142.79	\$ 1,322.12

Extra Pickups	Per Pick up
96 Gallon Cart	\$ 49.25
1.5 yard	\$ 131.99
2 yard	\$ 176.57
3 yard	\$ 218.03
4 yard	\$ 268.31
6 yard	\$ 340.55
8 yard	\$ 454.61

Lock Charges	\$ 14.07
Snap Shot	\$ 71.72

OPERATION AND HAULING OF HOBBS CONVENIENCE CENTER

Operating Fee 4 days a week	\$ 9,456.59
Price Per Load Hauled - City pays for disposal directly to the landfill	\$ 292.33

OPERATION OF HOBBS RECYCLING AND PROCESSING CENTER

Operating Fee 4 days a week	\$ 10,481.97
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Note: Gross receipt taxes will be added to all the charges listed in Appendix A



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: A RESOLUTION AUTHORIZING FY22-23 FUNDING APPROPRIATIONS FOR
HOBBS CHAMBER OF COMMERCE AND HOBBS HISPANO CHAMBER OF COMMERCE

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: May 24, 2022
SUBMITTED BY: Julie Nymeyer

Summary: This Resolution appropriates funding to Hobbs Chamber of Commerce and Hobbs Hispano Chamber of Commerce entities of Lea County which significantly contributes to the economic development of Hobbs, New Mexico. The funding amounts are:

- Hobbs Chamber of Commerce \$75,000
- Hobbs Hispano Chamber of Commerce \$64,000

If approved, the City of Hobbs will execute a Professional Services Agreement with each agency that will outline the contractual obligations of each party for the fiscal year.

Fiscal Impact:

Reviewed By: _____

Finance Department

\$139,000 has been approved in the preliminary FY22-23 budget.

Attachments:

Resolution

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

City Manager

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

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7204

A RESOLUTION AUTHORIZING FY 22-23-FUNDING
APPROPRIATIONS FOR HOBBS CHAMBER OF COMMERCE AND HOBBS
HISPANO CHAMBER OF COMMERCE

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that FY 22-23 funding appropriations are approved for Hobbs Chamber
of Commerce and Hobbs Hispano Chamber of Commerce.

<u>Approved</u>	<u>Amount requested</u>	<u>Amount</u>
Hobbs Chamber of Commerce	\$80,000	\$75,000
Hobbs Hispano Chamber of Commerce	\$68,500	\$64,000
TOTALS:	148,500	\$139,000

BE IT FURTHER RESOLVED that the Mayor be and is hereby is authorized and
directed to execute appropriate Professional Service Agreements with each agency in the
amounts specified approved approve above.

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: A RESOLUTION AUTHORIZING FY22-23 FUNDING APPROPRIATIONS TO SOCIAL SERVICE AGENCIES AND AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICE AGREEMENTS.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: May 25, 2022
SUBMITTED BY: Julie Nymeyer

Summary: Proposed funding for Community Social Service Agencies.

If approved, the City of Hobbs will execute a Professional Services Agreement with the Social Service Agencies that will outline the contractual obligations of each party for the fiscal year.

Fiscal Impact:

Reviewed By: 

Finance Department

\$400,000 has been approved in the preliminary FY22-23 budget.

Attachments:

Resolution

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7205

A RESOLUTION AUTHORIZING FY 22-23 FUNDING
APPROPRIATIONS TO VARIOUS SOCIAL SERVICE AGENCIES

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that FY 22-23 funding appropriations are approved for various social
service agencies in the following amounts:

CASA	\$ 20,000
Cavern City Child Advocacy	\$ 5,000
Community Drug Coalition	\$127,000
Faith in Action	\$ 13,500
Isaiah's Kitchen	\$ 15,000
Legacy Pregnancy Resource Ctr	\$ 7,500
MyPower, Inc.	\$ 35,000
Option	\$ 19,000
Opportunity House	\$ 19,000
Palmer Drug Abuse Program	\$ 50,000
Salvation Army	\$ 25,000
Senior Bash	\$ 2,000
Southwest Symphony	\$ 5,000

Teen Court	\$ 32,000
United Way	\$ 5,000
Weekend Hunger Initiative	\$ 20,000
	<hr/>
	\$ 400,000

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute appropriate Professional Service Agreements with each agency in the amounts specified above for the provision of social services to the citizens of Hobbs.

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: Resolution Adopting Budgetary Adjustment #4 for the Fiscal Year 2021-2022
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: May 25, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

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

Enclosed is a budgetary adjustment #4 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: 
Finance Department

Total revenue is increased by \$1,262,993.00 and total expense increased by \$4,200,646.00 providing a budgeted ending cash balance of \$83,749,401.73 for all funds. General fund reserve moves from 49% to 48%.

This budget adjustment also includes inter-fund cash transfers.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2021-2022

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7206

BUDGETARY ADJUSTMENT #4

FISCAL YEAR 2021-2022

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment total revenue is increased by \$1,262,993.00 total expense is increased by \$4,200,646.00

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced budget adjustments be approved.

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

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs BAR #4
FY22 Fund Summary**

Fund	Fund Description	Beginning Cash 06/30/2021	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001	GENERAL	79,692,583.32	62,999,200.86	(7,749,112.39)	91,169,927.16	43,772,744.63
002	LAND ACQUISITION	370,005.05	100,000.00	-	100,000.00	370,005.05
General Fund Subtotal		80,062,588.37	63,099,200.86	(7,749,112.39)	91,269,927.16	44,142,749.68
110	LOCAL GOV CORR	1,009,548.34	225,750.00	(160,000.00)	563,615.69	511,682.65
120	POLICE PROTECTION	39,073.62	79,200.00	-	118,273.62	-
130	P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75
150	COPS GRANT	1,000.00	128,462.11	456,013.99	417,655.68	167,820.42
160	RECREATION (CORE)	1,000.00	1,742,270.00	3,816,877.70	5,275,966.98	284,180.72
170	OLDER AMERICAN	1,000.00	219,576.00	1,028,607.85	1,234,583.85	14,600.00
180	GOLF	1,000.00	727,600.00	4,220,713.35	4,948,313.35	1,000.00
190	CEMETERY	1,000.00	182,900.00	617,832.50	800,732.50	1,000.00
200	AIRPORT	305,835.97	35,300.00	-	57,500.00	283,635.97
210	Legislative Appropriations	-	3,303,000.00	75,000.00	3,303,000.00	75,000.00
220	Intergovernmental Grants	-	4,835,515.50	-	4,835,515.50	-
230	LODGERS' TAX	1,184,148.04	902,000.00	(1,069,566.00)	602,000.00	414,582.04
270	PUBLIC TRANSPORTATION	70,302.21	1,385,703.68	75,000.00	1,423,686.05	107,319.84
280	FIRE PROTECTION	913,093.62	525,825.00	-	680,156.65	758,761.97
290	EMER MEDICAL SERV	582.73	31,225.00	-	31,807.73	-
Special Revenue Subtotals		3,529,503.28	14,324,327.29	9,060,479.39	24,292,807.60	2,621,502.36
370	COMM DEVE CONST	186,193.20	750,000.00	464,806.80	1,400,000.00	1,000.00
460	BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	(1,000,000.00)	-	538,849.89
480	STREET IMPROVEMENTS	3,991,956.59	1,452,139.00	(464,806.80)	1,978,148.39	3,001,140.40
490	CITY COMM. IMPROVEMENTS	7,659,699.88	2,258,416.00	(7,011,893.67)	71,238.00	2,834,984.21
Capitol Project Subtotals		13,376,699.56	4,460,555.00	(8,011,893.67)	3,449,386.39	6,375,974.50
510	UTILITY BOND	-	-	307,004.90	307,004.90	-
530	WASTEWATER BOND	1,989,842.96	-	3,199,019.12	2,886,308.80	2,302,553.28
Debt Service Subtotals		1,989,842.96	-	3,506,024.02	3,193,313.70	2,302,553.28
100	SOLID WASTE	2,684,706.80	7,440,000.00	-	7,818,000.00	2,306,706.80
440	JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	1,485,736.20	4,011,893.67	4,897,629.87	601,000.00
600	JOINT UTILITY	1,000.00	-	7,181,588.50	7,181,588.50	1,000.00
610	JOINT UTILITY CONST	1,000.00	-	3,521,050.72	3,521,050.72	1,000.00
620	WASTE WATER PLANT CONST	7,773,078.39	86,202.65	4,707,707.55	12,565,988.59	1,000.00
630	JOINT UTILTIY - WASTEWATER	1,000.00	-	4,806,031.13	4,806,031.13	1,000.00
650	JOINT UTILTIY INCOME - WASTEWATER	7,409,090.12	8,265,208.00	(12,712,757.80)	35,619.00	2,925,921.32
660	JOINT UTILITY INCOME	6,148,526.09	8,725,500.00	(11,009,644.12)	-	3,864,381.97
680	METER DEPOSIT RES	1,146,891.55	375,000.00	-	375,000.00	1,146,891.55
690	INTERNAL SUPPLY	65,139.47	225,000.00	-	225,000.00	65,139.47
Utility Subtotals		25,231,432.42	26,602,646.85	505,869.65	41,425,907.81	10,914,041.11
640	MEDICAL INSURANCE	4,664,841.53	6,557,192.16	(616,290.00)	8,764,640.16	1,841,103.53
670	WORKERS COMP TRUST	1,150,237.21	605,864.34	-	755,864.34	1,000,237.21
740	INSURANCE - RISK	2,896,457.75	1,377,669.00	2,688,633.00	1,927,669.00	5,035,090.75
Internal Service Subtotal		8,711,536.49	8,540,725.50	2,072,343.00	11,448,173.50	7,876,431.49
700	MOTOR VEHICLE	29,528.42	4,600,000.00	-	4,600,000.00	29,528.42
710	MUNI JUDGE BOND FUND	106,707.34	-	-	-	106,707.34
720	RETIREE HEALTH INSURANCE TRUST FUND	9,000,000.00	1,288,970.22	616,290.00	1,905,260.22	9,000,000.00
730	CRIME LAB FUND	75,784.55	87,500.00	-	87,500.00	75,784.55
750	FORECLOSURE TRUST FUND	71.88	-	-	-	71.88
760	RECREATION TRUST	-	-	-	-	-
770	LIBRARY TRUST	5,984.15	1,500.00	-	1,500.00	5,984.15
780	SENIOR CITIZEN TRUST	3,319.94	3,000.00	-	3,000.00	3,319.94
790	PRAIRIE HAVEN MEM	5,833.22	50.00	-	-	5,883.22
800	COMMUNITY PARK TRUST	1,560.28	-	-	-	1,560.28
820	EVIDENCE TRUST FUND	262,627.64	5,000.00	-	-	267,627.64
830	HOBBS BEAUTIFUL	17,060.33	20,924.56	-	19,924.56	18,060.33
860	CITY AGENCY TRUST	2,121.56	1,000.00	-	1,500.00	1,621.56
Trust & Agency Subtotals		9,510,599.31	6,007,944.78	616,290.00	6,618,684.78	9,516,149.31
Grand Total All Funds		142,412,202.39	123,035,400.28	-	181,698,200.94	83,749,401.73
			1,262,993.00		4,200,646.00	

48%

Expense

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #4 Request	Total Budget	Comment
1	010160	42201		MUNICIPAL COURT	UTILITIES	3,500.00	25.00	3,525.00	Increased cost of utilities
1	010181	42222		INSURANCE	INSURANCE-GENERAL LIABILITY	556,650.00	262,893.00	819,543.00	increased cost of insurance coverage
1	010181	42226		INSURANCE	INSURANCE-UNEMPLOYMENT COMPE	10,000.00	3,000.00	13,000.00	cost of unemployment over budget
1	010181	42608		INSURANCE	CLAIMS BY OTHERS, GENERAL LIAB	6,000.00	5,250.00	11,250.00	claims annual admin fee/claim fees
1	010190	42201		MOTOR VEHICLE	UTILITIES	3,900.00	500.00	4,400.00	Increased cost of utilities
1	010202	42222		POLICE PATROL	General Liability insurance	331,943.00	116,911.00	448,854.00	increased cost of insurance coverage
1	010208	42601	00338	PD COMMUNITY SVCS NM BOARD OF VET MED SPAY/NEUTE		-	19,000.00	19,000.00	expense for NM Veterinary spay/neuter grant (offsetting revenue)
1	010208	42601	00339	PD COMMUNITY SVCS CARROLL PETRIE SPAY/NEUTER GRAN		-	20,000.00	20,000.00	expense for Carroll Petrie spay/neuter grant (offsetting revenue)
1	010208	42601	00340	PD COMMUNITY SVCS MADDOX MATCHING SPAY/NEUTER G		-	20,000.00	20,000.00	expense for Maddox Matching spay/neuter grant (offsetting revenue)
1	010220	42201		FIRE/AMBULANCE	UTILITIES	90,000.00	19,000.00	109,000.00	Increased cost of utilities
1	010220	42305		FIRE/AMBULANCE	SUPPLIES-MEDICAL	140,000.00	10,000.00	150,000.00	Medical supplies line item budget 99% expended, adjustment to fund medical supplies for remainder of fiscal year (transfer from mtc of uniforms)
1	010220	42601		FIRE/AMBULANCE	PROFESSIONAL SERVICES	67,110.00	23,000.00	90,110.00	Professional services line item currently in the negative - adjustment to cover overage (transfer from mtc of uniforms)
1	010220	42411		FIRE/AMBULANCE	MAINT. OF UNIFORMS & EQUIP	151,712.10	(33,000.00)	118,712.10	transfer to medical supplies and professional service to fund needed transfers
1	010310	42201		LIBRARY	UTILITIES	46,800.00	500.00	47,300.00	Increased cost of utilities
1	010310	46327		LIBRARY	OTHER LIBRARY MATERIALS GRANTS	-	17,828.00	17,828.00	expense for Library ARPA Grant (off setting revenue) - waiting on sandy
1	010320	42608		PARKS	CLAIMS BY OTHERS	4,000.00	5,250.00	9,250.00	ytd claims exceed budget
1	010320	43013		PARKS	BUILDING IMPROVEMENTS	90,000.00	(45,000.00)	45,000.00	transfer current budget to charlie brown park improvement project
1	010320	44901	00337	PARKS	CHARLIE BROWN PARK IMPROVEMEN	-	110,000.00	110,000.00	improvements to charlie brown park - \$65,000 new money, \$45,000 transfer from current budget for park (offsetting grant revenue)
1	010326	41101		HARRY MCADAMS	SALARIES	110,726.30	12,000.00	122,726.30	McAdams salary over budget - adjustment to cover final three payperiods of fiscal year
1	010326	41102		HARRY MCADAMS	OVERTIME	12,000.00	1,000.00	13,000.00	McAdams overtime over budget - adjustment to cover final three payperiods of fiscal year
1	010326	42201		HARRY MCADAMS	UTILITIES	75,000.00	900.00	75,900.00	Increased cost of utilities
1	010332	41101		TEEN RECREATION	SALARIES	153,051.68	25,000.00	178,051.68	Teen Center salary over budget - adjustment to cover final three payperiods of fiscal year

BAR #4 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #4 Request	Total Budget	Comment
1	010335	42201		POOLS	UTILITIES	170,000.00	6,000.00	176,000.00	Increased cost of utilities
1	010410	42608		ENGINEERING	CLAIMS BY OTHERS	-	2,500.00	2,500.00	ytd claims exceed budget
1	010420	42201		GENERAL SVCS-GARAGE	UTILITIES	15,000.00	7,000.00	22,000.00	Increased cost of utilities
1	010423	42201		STREETS/HIGHWAYS	UTILITIES	10,000.00	1,000.00	11,000.00	Increased cost of utilities
1	010423	42608		STREETS/HIGHWAYS	CLAIMS BY OTHERS	-	1,445.00	1,445.00	ytd claims exceed budget
1 Total							612,002.00		
16	164016	42201		HEALTH WELLNESS LE	UTILITIES	358,000.00	57,000.00	415,000.00	Increased cost of utilities
16 Total							57,000.00		
17	174017	42608		OLDER AMERICANS FL	CLAIMS BY OTHERS	-	6,400.00	6,400.00	ytd claims exceed budget
17	174017	42610	00800	OLDER AMERICANS FL	HOUSE BILL II PROJECTS	120,000.00	10,000.00	130,000.00	Grant contract amendment for senior center meals (offsetting revenue adjustment)
17	174017	42610	00801	OLDER AMERICANS FL	HOUSE BILL II PROJECTS	100,000.00	10,000.00	110,000.00	Grant contract amendment for senior center meals (offsetting revenue adjustment)
17 Total							6,400.00		
18	184316	42201		GOLF CLUBHOUSE	UTILITIES	36,190.00	500.00	36,690.00	Increased cost of utilities
18 Total							500.00		
28	284028	43006	00327	FIRE PROTECTION FUN	EQUIP OVER - SCBA EQUIP GRNT	143,835.00	(143,835.00)	-	SCBA grant not received - removing budget
28 Total							(143,835.00)		
49	494049	42251		CITY COMMISSION IM	GRT ADMIN FEES	61,238.00	10,000.00	71,238.00	grt over budget projection = increased grt fees
49 Total							10,000.00		
60	604600	42222		ADMINISTRATIVE	Insurance - General Liability	162,155.00	82,441.00	244,596.00	increased cost of insurance coverage
60	604600	42608		ADMINISTRATIVE	CLAIMS BY OTHERS	-	2,400.00	2,400.00	ytd claims exceed budget
60	604620	42201		PRODUCTION	UTILITIES	399,996.00	15,000.00	414,996.00	Increased cost of utilities
60	604620	42522		PRODUCTION	DIESEL GENERATORS	150,000.00	(20,000.00)	130,000.00	transfer to fund chlorine increase request to cover increased cost of chlorine (transferred from Diesel Generator budget)
60	604620	42216		PRODUCTION	CHLORINE	30,000.00	20,000.00	50,000.00	request to cover increased cost of chlorine (transferred from several budget lines below)
60 Total							99,841.00		
63	634370	42216		WASTEWATER (WWTF)	CHLORINE	35,000.00	19,000.00	54,000.00	transfer to fund chlorine increase
63	634370	42403		WASTEWATER (WWTF)	MACHINE REPAIR AND MAINTENANCE	116,500.00	(6,000.00)	110,500.00	transfer to fund chlorine increase
63	634370	42239		WASTEWATER (WWTF)	EQUIPMENT RENTAL	18,000.00	(3,000.00)	15,000.00	transfer to fund chlorine increase
63	634370	42404		WASTEWATER (WWTF)	SIGNALS AND SIGNS	2,500.00	(2,500.00)	-	transfer to fund chlorine increase
63	634370	42336		WASTEWATER (WWTF)	POSTAGE AND FREIGHT	3,000.00	(2,000.00)	1,000.00	transfer to fund chlorine increase
63	634370	42501		WASTEWATER (WWTF)	BUILDING AND GROUNDS	55,000.00	(4,500.00)	50,500.00	transfer to fund chlorine increase
63	634370	42512		WASTEWATER (WWTF)	BARRICADES AND SIGNS	2,500.00	(1,000.00)	1,500.00	transfer to fund chlorine increase
63 Total							-		
64	644064	42601		MEDICAL INSURANCE	PROFESSIONAL SERVICES	5,405,041.11	2,237,448.00		increase cost of medical insurance
64 Total							2,237,448.00		

BAR #4 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #4 Request	Total Budget	Comment	
65	654065	42251		JOINT UTILITY WWTP	IGRT ADMIN FEES	30,619.00	5,000.00	35,619.00	grt over budget projection = increased grt fees	
65 Total							5,000.00			
70	704070	42324		MOTOR VEHICLE DEPT	MISCELLANEOUS AND EMERGENCY	4,000,000.00	600,000.00	4,600,000.00	increased MVD transactions - off setting revenue	
70 Total							600,000.00			
72	724072	42601		RETIREE HEALTH INSU	PROFESSIONAL SERVICES	1,136,710.38	616,290.00	1,753,000.38	increase cost of medical insurance	
72 Total							616,290.00			
74	744074	42608		INSURANCE	Claims by others	230,000.00	100,000.00	330,000.00	ytd claims exceed budget	
74 Total							100,000.00			
Grand Total							4,220,646.00			

BAR #4 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #4 Request	Total Budget	Comment
Revenue									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	Comment
1	019999	30701	00338		NM BOARD OF VET MED SPAY/NEUTE	-	(19,000.00)	(19,000.00)	revenue for HAAC spay/neuter grant (offsetting expense)
1	019999	30708	00337		CHARLIE BROWN PARK - LEA COUNTY	-	(110,000.00)	(110,000.00)	Lea County MOA for Charlie Brown park improvements
1	019999	30708	00339		CARROLL PETRIE SPAY/NEUTER GRAN	-	(20,000.00)	(20,000.00)	revenue for HAAC spay/neuter grant (offsetting expense)
1	019999	30708	00340		MADDOX MATCHING SPAY/NEUTER G	-	(20,000.00)	(20,000.00)	revenue for HAAC spay/neuter grant (offsetting expense)
1	019999	30715			LIBRARY GRANT	(69,884.71)	(17,828.00)	(87,712.71)	revenue for Library ARPA Grant (offsetting expense)
1 Total							(186,828.00)		
17	179999	30709	00800		HOUSE BILL 2 - CONGREGATE	(37,560.00)	(10,000.00)	(47,560.00)	Grant contract amendment for senior center meals (offsetting revenue adjustment)
17	179999	30709	00801		HOUSE BILL 2 - HOME DELIVERY	(37,560.00)	(10,000.00)	(47,560.00)	Grant contract amendment for senior center meals (offsetting revenue adjustment)
17 Total							(20,000.00)		
28	289999	30707	00327		FY22 FIRE PROT GRNT - SCBA EQU	(143,835.00)	143,835.00	-	SCBA grant not received - removing budget
28 Total							143,835.00		
44	449999	30708	00289		LEACOUNTY MOA-MUNI WTR-AIRPOF	-	(600,000.00)	(600,000.00)	MOA with Lea County for Municipal Water to Lea County Airport
44 Total							(600,000.00)		
70	709999	30425			SALE OF MVD LICENSES	(4,000,000.00)	(600,000.00)	(4,600,000.00)	increased MVD transactions - off setting expense
70 Total							(600,000.00)		
Grand Total							(1,262,993.00)		

Transfers									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	Comment
1	019999	30810			Transfer to 21	-	75,000.00	75,000.00	Temp transfer from General fund to Legislative Approp fund to cover First Tee expenses until reimbursed
21	219999	30830			Transfer from 1	-	(75,000.00)	(75,000.00)	Temp transfer from General fund to Legislative Approp fund to cover First Tee expenses until reimbursed

BAR #4 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #4 Request	Total Budget	Comment
64	649999	30801			Transfer to 72	-	616,290.00	616,290.00	transfer from employee health to retiree health to fund budget adj and keep reserve
72	729999	30891			Transfer from 64	-	(616,290.00)	(616,290.00)	transfer from employee health to retiree health to fund budget adj and keep reserve
66	669999	30824			Transfer to 60	6,860,184.02	99,840.48	6,960,024.50	transfer from 66 to 60
60	609999	30845			Transfer from 66	(6,860,184.02)	(99,840.48)	(6,960,024.50)	transfer from 66 to 60
							-		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: A Resolution Authorizing the Mayor and City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen

DEPT. OF ORIGIN: Recreation Department
DATE SUBMITTED: May 27, 2022
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- Currently, the City of Hobbs and the University of the Southwest have a Memorandum of Understanding for the use of USW's kitchen that expires on June 30, 2022.
- The usage fee outlined in both the previous MOU and the proposed MOU is \$1,000 per month. If approved, the proposed MOU will begin on July 1, 2022 and run through June 30, 2023.
- This MOU will ensure the current Senior Center meal program remains uninterrupted through the fiscal year. To date, in FY22 (through April 30, 2022) a total of 39,765 meals have been prepared and delivered.
- The contract with the current meal provider, Great Western Dining, expires in August 2022, and the City Commission recently awarded an RFP for Meal Services at the Senior Center to Great Western Dining that will take effect when the current contract expires.

Fiscal Impact:

The \$12,000 associated with this MOU is included in the Senior Center FY23 preliminary budget. (Professional Services 174017-42601).

Reviewed By: _____


Finance Department

Attachments:

- Resolution
- Memorandum of Understanding between the City and USW

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation: Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:


Department Director


City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7207

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF THE
SOUTHWEST FOR USE OF THE UNIVERSITY'S KITCHEN

WHEREAS, the City of Hobbs and the University of the Southwest seek to maintain a harmonious relationship for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the City and University seek to enter into an agreement wherein the City utilizes the University's kitchen to prepare meal services for the City of Hobbs Senior Center, which benefits an important population in Hobbs, New Mexico; and

WHEREAS, the City will pay the University \$1,000 a month as a usage fee to offset maintenance and operational expenses incurred by the daily operation of the kitchen; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the University of the Southwest for use of the University's kitchen.

PASSED, ADOPTED AND APPROVED this ____ day of June 6, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF THE SOUTHWEST AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this _____ day of _____, 2022, by and between the City of Hobbs (hereinafter "CITY") and the University of the Southwest (hereinafter "USW").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, and access by CITY, its staff and contractors, at USW's kitchen facility on the campus of USW. CITY and USW aim to promote a working relationship between each to achieve the best results for the community. CITY and USW agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. USW DUTIES

USW will ensure the following obligations are met:

- A. USW will provide kitchen access, space, storage, and appliances for CITY's current contractor, Great Western Dining Service, Inc., as well as CITY's staff to prepare and deliver food for the CITY's meal services for the Senior Center.
- B. USW will determine the food storage space available to CITY for all food storage including freezer, walk-in refrigerator, and dry storage. Space shall be adequate for all food associated with the CITY's meal services for the Senior Center.
- C. USW will ensure that all available kitchen space is adequate to achieve the desired purpose of preparing food for the CITY's meal services for the Senior Center.
- D. USW will provide storage for all cleaning supplies and equipment used by CITY's current contractor, Great Western Dining Service, Inc., as well as CITY's staff, associated with the use of USW's kitchen and the meal services for the Senior Center.
- E. USW will provide all regular utilities and shall ensure that all utilities remain operational during use of the kitchen space

for preparation and delivery of the CITY's meals services for the Senior Center.

II. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will coordinate with Great Western Dining Services, Inc. to provide USW with a list of all staff that will be working to fulfill Great Western Dining Service, Inc.'s contract with the CITY by utilizing USW's kitchen space.
- B. CITY will ensure that all staff follow applicable rules and regulations for campus access and kitchen usage currently in place at USW. CITY further understands that failure to abide by this requirement will result in removal from campus of non-compliant individuals.
- C. CITY will ensure best practices and reasonable care are exercised in use of USW's kitchen.
- D. CITY shall remain responsive to any concerns raised by USW as to the care, use, and maintenance of USW's kitchen by CITY staff.

III. COMPENSATION

CITY will pay USW a sum of \$1,000 per month for use of the USW's kitchen facility. The payment from CITY to USW is to offset maintenance and operational expenses incurred with the daily operation of USW's kitchen. Compensation from CITY to USW will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by CITY and USW.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

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

INSURANCE

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

TERM

This Memorandum of Understanding shall continue in full force and effect from July 1, 2022, until June 30, 2023, or until both parties mutually agree in writing otherwise.

SEVERABILITY

If any provision of this Memorandum of Understanding is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto and performance shall begin on July 1, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

UNIVERSITY OF THE SOUTHWEST

BY: _____ Date: _____
Dr. Quint C. Thurman
President

CITY OF HOBBS

BY: _____ Date: _____
Sam Cobb
Mayor

BY: _____ Date: _____
Manny Gomez
City Manager

Approved as to Form:

By: _____ Date: _____
Efren A. Cortez
City Attorney

By: _____ Date: _____
Attorney for University of Southwest



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE HOBBS PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 4384

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: May 31, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: Pursuant to the Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Hobbs Professional Firefighters Association, Local 4384 ("Union") participated in collective bargaining negotiations on March 29, 2022. The Union and the City previously negotiated a collective bargaining agreement between ("CBA") between the parties that is set to expire June 30, 2022. The City and Union have finalized negotiations and the proposed CBA was ratified by the Union on May 16, 2022.

Noted provisions include: 1) The CBA is for three (3) years and shall begin on July 1, 2022, and end June 30, 2025; 2) The Union will receive a 4% salary increase year 1, a 3% salary increase year 2, and a 3% salary increase year 3; 3) The minimums, midpoints, and maximums for each union classification will increase by 3% each year; 4) The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases in year 1 but will be eligible for COLA increases in years 2 and 3 if approved for all City employees; 5) Sections 5, 9, 10, 11, 12, 16, 17, 18, 20, 30, and 32 of the prior CBA were amended.

Fiscal Impact:

Reviewed By: 

Finance Department

FY23 salary and benefits will increase approximately \$152,569.59.00 from the FY22 budget for the same position. FY24 will increase that figure by approximately \$115,000.00 and FY25 will add an additional increase to the budget of approximately \$124,000.00. Possible COLAs in years 2 and 3 would likely increase the FY24 and FY25 figures.

Attachments:

Resolution; Collective Bargaining Agreement

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The Commission should consider approval of this Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7208

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING
AGREEMENT WITH THE HOBBS PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 4384

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Hobbs Professional Firefighters Association, Local 4384 (“Union”) have entered into and participated in negotiations regarding a new Collective Bargaining Agreement (“CBA”); and

WHEREAS, the Union and the City of Hobbs previously negotiated a CBA that is set to expire on June 30, 2022; and

WHEREAS, the City of Hobbs and the Union negotiated the proposed CBA on March 29, 2022, and the proposed CBA was ratified by the Union on May 16, 2022, and is attached hereto; and

WHEREAS, the proposed CBA will become effective on July 1, 2022, and will expire on June 30, 2025; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Hobbs Professional Firefighters Association, Local 4384.

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT
BETWEEN
THE CITY OF HOBBS
AND
THE HOBBS PROFESSIONAL
FIREFIGHTERS ASSOCIATION

July 1, 2022 – June 30, 2025

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AGREEMENT

THIS AGREEMENT is made by and between the City of Hobbs, New Mexico, (hereinafter called the "City"), and the Hobbs Professional Firefighters Association, which is an affiliate of the International Association of Fire Fighters ("IAFF"), designated as Local 4384 (hereinafter called the "Union"). For the purposes of this Agreement, "employee" shall mean any City employee covered by this Agreement pursuant to Section 1, herein.

PURPOSE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise; to establish standards of wages, hours, and other conditions of employment; and to guarantee the delivery of quality service to the citizens of Hobbs.

The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of the employees herein covered, and in the interest of the City; to promote harmony, cooperation, and understanding between the City and the bargaining unit employees; and to afford protection of the rights and privileges of the bargaining unit employees and the City.

The parties agree that their respective policies will not violate the rights of an employee covered by this Agreement, in accordance with State and Federal laws, because of race, age, sex, sexual orientation, creed, color, national origin, religion, or union affiliation/membership or non-affiliation/membership. Neither party will tolerate sexual harassment.

SECTION 1. RECOGNITION

The City recognizes the Union as the exclusive representative for all non-probationary bargaining unit employees in accordance with the Certification issued by the City of Hobbs Labor Management Relations Board.

SECTION 2. DUES DEDUCTIONS

The City will provide membership dues deductions for bargaining unit employees who voluntarily sign a membership dues deductions authorization card. Such deductions will commence on the first full pay period following submittal of the authorization card by the employee to the payroll department. The City will remit the membership dues amount collected to the Union monthly within ten (10) working days following the end of the month. The City will provide a list of bargaining unit employees remitting membership dues deductions upon written request of the Union President. An employee may terminate membership dues deductions at any time by providing the payroll department with written notice thirty (30) days prior to the effective date of termination. The membership dues deductions shall not include penalties, fines, or assessments of any kind. The amount of the deduction will be provided to the payroll office in writing by the Union President at least 30 calendar days prior to the desired effective date. The Union will indemnify, pay for the defense of, and hold harmless the City against any and all claims, demands, suits, or other forms of liability that may arise out of or as a result of any conduct taken by the City for the purpose of complying with this Section.

SECTION 3. BULLETIN BOARDS

The City shall make space available for a bulletin board in all Fire Stations. Such space shall be at least three (3) feet from the floor and 3' X 3' in size on an interior wall. The Union will furnish and maintain the bulletin board.

All material to be posted on the bulletin board shall be submitted to the Chief or designee for approval prior to being placed on the bulletin boards. No derogatory or inflammatory material will be posted on the bulletin boards, nor material that discredits the City, Union, or any City employee or elected official. Material to be posted on the board shall be limited to official Union material. All posting of Union material shall be limited to the bulletin boards. Abuse of this section, as determined by the City, may result in removal of the bulletin boards.

SECTION 4. MANAGEMENT RIGHTS

- A. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Fire Department and employees are vested solely in the City.
- B. The City shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.
- C. The City Manager has and retains all rights to administer the affairs of the Fire Department, either personally or through their subordinate, the Fire Chief, subject to: applicable state law; charter provisions specifically, but not limited to, the City of Hobbs Charter; ordinances; and resolutions for regulations and policies of the City Commission. Management rights shall include, but shall not be limited to: hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees; reprimand, suspension, demotion, discharge, or other discipline of employees; evaluation and judgment of an employee's skill, ability, efficiency, and general performance; revision, elimination, combination, or establishment of new jobs and job classifications; establishment of job classifications of new and existing employees; establishment, organization, reorganization, close down, expansion, or otherwise change the operation of any city facility, division, or department; reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service; establishment of working hours, size, and composition of work forces, shifts, or units, and otherwise determine staffing requirements; determine insurance programs and carriers for all City employees; subcontract and/or contract for goods and services, and otherwise determine the methods or means by which operations and services are to be delivered, made or purchased; maintaining the efficiency of City government in emergencies; and manage and exercise judgment on all matters not specifically prohibited by this collective bargaining agreement. These rights shall not be subjugated or diminished in any way by any expressed or implied duty or obligation to bargain.

SECTION 5. EMPLOYEE RIGHTS

- A. The City recognizes that all bargaining unit employees shall retain the rights of equal and fair employment through the terms of this agreement and as outlined in all federal, state, and local laws.
- B. The City shall not discriminate against a bargaining unit employee with regard to terms and conditions of employment because of the employee’s membership in a labor organization.
- C. The City shall not interfere with, restrain or coerce any bargaining unit employee in the exercise of any right guaranteed under the ordinances codified in Chapter 2.60 of the Hobbs Municipal Code.
- D. The City shall not dominate or interfere in the formation, existence or administration of any labor organization.
- E. The City shall not discriminate in regard to hiring or any term or condition of employment in order to encourage or discourage membership in a labor organization.
- F. The City shall not discharge or otherwise discriminate against a bargaining unit employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of this chapter or because an employee is forming, joining or choosing to be represented by a labor organization.
- G. Union Officers, Stewards, and Committeemen will be allowed time to attend disciplinary meetings with bargaining unit employees as well as time to process grievances during work hours without loss of pay. The Union shall provide the Chief a list of the union representatives that are authorized to represent an employee during a disciplinary meeting.
- H. The Union can use City’s or department’s e-mail for the dissemination of Union literature or correspondence. The Union can use City time, equipment, property, or materials for Union business.

SECTION 6. PTO

Bargaining unit employees shall receive Paid Time Off (PTO) in accordance with City of Hobbs Administration and Personnel Rules and Hobbs Fire Department Rules and Regulations. PTO approvals shall be subject to staffing requirements.

SECTION 7. FAMILY MEDICAL LEAVE

All bargaining unit employees will be granted family medical leave in accordance with the provisions of the Family Medical Leave Act (FMLA). The City of Hobbs uses a “rolling” 12-month period measured backward. Under the “rolling” 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

SECTION 8. MODIFIED DUTY

The parties agree to abide by the City’s Modified Duty policy and applicable Federal Law.

SECTION 9. EDUCATION/TRAINING

- A. Bargaining unit employees may request leave without pay pursuant to City rules to attend courses at the high school, vocational school, or college leave.
- B. Bargaining unit employees required by the City to attend educational or instructional courses shall be paid in accordance with the Fair Labor Standards Act (FLSA). Specifically, bargaining unit employees shall meet all educational and training requirements under the various job descriptions established by City, for which each employee was hired/promoted. No remuneration shall be granted for hours spent outside of normal work hours attending required or mandatory training for a given position if said training was outlined in the employee's job description at the time of hire/promotion. No remuneration shall be granted for hours spent outside of normal work hours attending training undertaken by an employee in an effort to gain more compensation or a promotion. No remuneration shall be granted for hours spent outside of normal work hours attending training required by the State of New Mexico to meet or maintain an employee's minimum licensure requirements. Remuneration shall be granted for hours spent outside of normal work hours attending training required strictly by departmental policy which was not previously required under a given employee's job description at the time of hire/promotion.
- C. City will use best practices in scheduling training to make a good-faith effort to prevent training scheduling outside of normal work hours.
- D. The City will provide all training to bargaining unit employees for each employee's perspective job position description: Firefighter/EMT-Basic; EMT-Intermediates or Paramedics; Driver Engineer/EMT Intermediate or Paramedic.
- E. For EMT-Basic and EMT-Intermediate certification courses, the City will pay the bargaining unit employee's hourly wage, including any overtime wage if necessary, for time spent in class to achieve the EMT-Basic or EMT-Intermediate certification. Bargaining unit employees shall not be compensated or reimbursed for any travel time spent to attend the EMT-Basic or EMT-Intermediate certification courses.
- F. **HARASSMENT**: The City will provide training regarding harassment to all employees of the Hobbs Fire Department at least one time annually. Training shall include but shall not be limited to harassment/sexual harassment, hazing, bullying or any pattern of conduct that may develop a hostile work environment. If an employee reports an incident that they believe to be harassment/sexual harassment, hazing, bullying or any pattern of conduct that may develop a hostile work environment, the Chief or their designee shall conduct an investigation into the incident. The investigation should be conducted in a timely manner that does not compromise the investigation or the existence of any relevant evidence/information.

SECTION 10. LEAVE WITHOUT PAY

A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request is subject to recommendation of the Fire Chief and approval of the City Manager.

SECTION 11. SHIFT EXCHANGE

- A. Employees may exchange shifts or portions thereof when, in the opinion of the Fire Chief or designee, the exchange does not interfere with the operation of the Department and there are no safety issues or concerns in reference to the exchange. These shift exchanges must be hour for hour.
- B. The shift exchange agreement is reciprocal between two or three employees trading the shift. It is not the responsibility of the City to make monetary adjustments to any employee for the execution of shift exchange agreements. The maximum number of employees allowed on any trade of shift agreement shall be three.
- C. Employees who agree to a shift exchange shall be responsible for execution of the shift. Employees unable to fulfill the exchange are responsible for finding an alternate to work the shift; if unable to do so, employee will be subject to work an alternate date or have PTO hours deducted for the hours of the approved shift exchange.
- D. The trading of time on holidays shall be allowed, as if the day were any day of the week.
- E. The shift shall be completed within ninety (90) days of the first shift affected by the exchange.
- F. Shift exchange paperwork must be completed and approved by the employee's immediate supervisor and Battalion Chief prior to any exchange.

SECTION 12. WORK HOURS AND OVERTIME

- A. The work week shall consist of seven (7) consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at 11:59 PM.
- B. Shift employees will work a forty-eight (48) hour shift beginning at 0800 hours and ending at 0800 hours two days later. The shift employee will then have ninety-six (96) hours off. Fire prevention specialists shall work forty (40) hour weeks consistent with the current City Hall schedule.
- C. Bargaining unit employees will receive overtime pay at the rate of time and one half the employee's regular rate of pay for all hours actually worked over 106 hours in a fourteen (14) day cycle. Leave taken by an employee, whether paid or unpaid, is not time worked and shall not be calculated as time worked for the purpose of computing overtime. Military duty will not count against the computation of overtime for those employees that are required to report to military duty.

SECTION 13. ON CALL TIME/CALL BACK LIST

- A. Both parties agree and recognize that bargaining unit employees are mandated to be on call. Being on call interferes with normal daily activities. Therefore, an employee that is mandated to be on call will be paid \$5.00 an hour for the amount of time that the employee is mandated to be on call.
- B. In the event that the employee is called in for duty, while on call or not, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. If

- the employee expends more than two (2) hours on duty, the employee shall be paid for those hours in addition to the two (2) hour minimum. Employees' time begins upon arrival for duty.
- C. All bargaining unit employees are subject to being called into duty to for an alarm(s), EMS call(s), or similar emergencies, as determined by the Chief or designee.
 - D. Due to the potential of a bargaining unit employee being placed on call, the City will use current practice of making an on call list.
 - E. A bargaining unit employee may be subject to discipline for failing to report for mandatory on-call.
 - F. Beginning on July 1, 2022, the City and Union will begin a "call back list" in lieu of "on call time" as set forth in subsections A through E herein. Bargaining unit employees will only be paid for hours worked upon being called in to service pursuant to the "call back list." The call back list shall be implemented as set forth in writing by the Fire Chief.
 - G. By at least April 1st of each year of this Agreement, the parties shall agree to continue to operate under the "call back list" for the upcoming fiscal year (July 1 – June 30). Should the parties remain silent on the topic, the parties will continue to operate under the "call back list." If the parties mutually agree to revert back to the "on call time" provisions set forth in subsections A through E herein, the parties shall execute a written agreement explaining their desire to revert back. The reversion shall commence on the July 1st following the execution of the written agreement.

SECTION 14. TEMPORARY UPGRADE/TESTING FOR PROMOTION/PROMOTION

TEMPORARY UPGRADE

- A. Bargaining unit employees who have successfully completed the step up testing will accept a temporary upgrade for the higher rank for which they have successfully tested. It is understood that employees who refuse to accept an upgrade, by written notice, will not be eligible to participate in the promotional process for one (1) year from the date of last refusal. The written refusal notice is effective for one (1) year. In the event the employee refuses to give a written notice of refusal, an entry will be made into that employee's chronological record referencing the date of refusal and the employee's refusal to give a written notice of refusal. If no bargaining unit employee has successfully completed the step up testing and is available for temporary upgrade, the Fire Chief or his/her designee will use his discretion for the upgrade assignment. The decision to upgrade is solely the responsibility and prerogative of the Fire Chief or his designee.
- B. Employees who are upgraded will receive a five percent (5%) increase for the actual amount of hours assigned to the upgraded rank.

TESTING FOR PROMOTION

- A. Collective bargaining unit members who meet the minimum qualifications set forth in the job descriptions for any promotional rank shall be eligible to test for promotion to that rank.

PROMOTION

- A. Upon promotion from firefighter to a higher rank, the bargaining unit employee shall be advanced to the minimum of the promotional pay range or a 5% increase, whichever is greater.
- B. Union President, or a designated member of the Union executive board, will be allowed to attend any promotional process with the rank of Firefighter, Driver Engineer, Captain, Battalion Chief, Deputy Chief and Chief of the Hobbs Fire Department.

SECTION 15. PAY

Effective the first full pay period of the 2022-2023 Fiscal Year (July 14, 2022), bargaining unit employees will be entitled to the following adjustments to their current rates of pay:

Year 1 – July 1st, 2022 – June 30th, 2023:

- Effective the first full pay period after July 1st, 2022, bargaining unit employees will receive a 4% increase to their current rate of pay.
- The minimum and maximum rates for each classification will be adjusted according to the table set forth below, effective July 1, 2022
- Bargaining unit employees shall not receive a Cost of Living Adjustment (COLA) or a merit increase, irrespective of whether or not the same is provided for all other City employees.

Year One: Compensation Rates Shift By 3% For Min/Max			July 1, 2022 to June 30, 2023						
Pay Group	Job Class	Title	Hourly Minimum	Hourly Mid	Hourly Maximum	Annual Minimum	Annual Mid	Annual Max	Annual Hours w/out FLSA OT
Fire Union	200S	Non-Certified Fire Fighter	\$16.54	\$16.54	\$16.54	\$45,584.24	\$45,584.24	\$45,584.24	2756
Fire Union	200	Certified Fire Fighter	\$17.73	\$21.82	\$25.92	\$48,863.88	\$60,135.92	\$71,435.52	2756
Fire Union	200P	Fire Fighter - Paramedic	\$20.25	\$24.87	\$29.49	\$55,809.00	\$68,541.72	\$81,274.44	2756
Fire Union	210	Driver Engineer	\$19.90	\$24.44	\$28.98	\$54,844.40	\$67,356.64	\$79,868.88	2756
Fire Union	210P	Driver Engineer - Paramedic	\$22.03	\$27.06	\$32.09	\$60,714.68	\$74,577.36	\$88,440.04	2756

Year 2 – July 1st, 2023 – June 30th, 2024:

- Effective the first full pay period after July 1, 2023, bargaining unit employees will receive a 3% increase to their current rate of pay.
- The minimum and maximum rates for each classification will be adjusted by a 3% increase effective July 1st, 2023.
- Bargaining unit employees shall receive a Cost of Living Adjustment (COLA) only if the same is approved for all other City employees. Bargaining unit employees shall not receive a merit increase, irrespective of whether or not the same is provided for all other City employees.

Year Two: Compensation Rates Shift By 3% For Min/Max			July 1, 2023 to June 30, 2024						
Pay Group	Job Class	Title	Hourly Minimum	Hourly Mid	Hourly Maximum	Annual Minimum	Annual Mid	Annual Max	Annual Hours w/out FLSA OT
Fire Union	200S	Non-Certified Fire Fighter	\$16.54	\$16.54	\$16.54	\$45,584.24	\$45,584.24	\$45,584.24	2756
Fire Union	200	Certified Fire Fighter	\$18.26	\$22.48	\$26.70	\$50,329.80	\$61,954.19	\$73,578.59	2756
Fire Union	200P	Fire Fighter - Paramedic	\$20.86	\$25.62	\$30.37	\$57,483.27	\$70,597.97	\$83,712.67	2756
Fire Union	210	Driver Engineer	\$20.50	\$25.17	\$29.85	\$56,489.73	\$69,377.34	\$82,264.95	2756
Fire Union	210P	Driver Engineer - Paramedic	\$22.69	\$27.87	\$33.05	\$62,536.12	\$76,814.68	\$91,093.24	2756

Year 3 – July 1st, 2024 – June 30, 2025:

- Effective the first full pay period after July 1, 2024, bargaining unit employees will receive a 3% increase to their current rate of pay.
- The minimum and maximum rates for each classification will be adjusted by a 3% increase effective July 1st, 2024.
- Bargaining unit employees shall receive a Cost of Living Adjustment (COLA) only if the same is approved for all other City employees. Bargaining unit employees shall not receive a merit increase, irrespective of whether or not the same is provided for all other City employees.

Year Three: Compensation Rates Shift By 3% For Min/Max						July 1, 2024 to June 30, 2025			
Pay Group	Job Class	Title	Hourly	Hourly	Hourly	Annual	Annual	Annual	Annual Hours
			Minimum	Mid	Maximum	Minimum	Mid	Max	w/out FLSA OT
Fire Union	200S	Non-Certified Fire Fighter	\$16.54	\$16.54	\$16.54	\$45,584.24	\$45,584.24	\$45,584.24	2756
Fire Union	200	Certified Fire Fighter	\$18.81	\$23.15	\$27.50	\$51,839.69	\$63,812.82	\$75,785.94	2756
Fire Union	200P	Fire Fighter - Paramedic	\$21.48	\$26.38	\$31.29	\$59,207.77	\$72,715.91	\$86,224.05	2756
Fire Union	210	Driver Engineer	\$21.11	\$25.93	\$30.74	\$58,184.42	\$71,458.66	\$84,732.89	2756
Fire Union	210P	Driver Engineer - Paramedic	\$23.37	\$28.71	\$34.04	\$64,412.20	\$79,119.12	\$93,826.04	2756

SECTION 16. LONGEVITY PAY

Bargaining employees will receive longevity pay in accordance with City of Hobbs Administrative Resolution #18-01, as may be amended from time to time.

SECTION 17. LAYOFF/REDUCTION IN WORKFORCE AND RECALL

If the City determines a layoff/reduction in workforce is necessary and such layoff will affect bargaining unit employees, the Union will be notified of the proposed layoff at least fifteen (15) calendar days prior to implementation of the layoff. Layoffs/reductions in workforce shall be handled in accordance with the City of Hobbs policies.

SECTION 18. PERFORMANCE EVALUATIONS

- Performance evaluations are to be completed on an annual basis during the anniversary month of the employee and are used to provide feedback to bargaining unit employees. Performance evaluations are not designed or intended to be used as disciplinary actions and will not be used in such a manner. Employees will be assessed in relation to the essential job functions of their position for the previous year. Performance evaluations may also be used to identify and establish specific, measurable goals for the employee for the upcoming year. An employee shall be shown their performance evaluation.
- Other evaluations, such as Performance Improvement Plans (PIPs), incident evaluations, or special evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee’s working file as identified in this Agreement.
- The performance evaluation and Personal Improvement Plan are formal reports that will become a part of the employee’s personnel file.

SECTION 19. DISCIPLINE AND DISCHARGE

- A. Disciplinary actions for bargaining unit employees will be based on just cause. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color national origin, ancestry, gender physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No bargaining unit employee shall be disciplined for refusing to perform an unlawful act.
- B. Any department supervisor may take disciplinary action against a bargaining unit employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. Any discipline reduced to writing shall be subject to the grievance process. Copies of any disciplinary action involving written reprimands, suspensions, demotions, or discharge shall be furnished to the Personnel Department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Suspensions, demotions, and discharge are grievable through the grievance procedure and the arbitration procedure contained in this Agreement.
- C. Any negative entry or adverse action shall be documented in the bargaining unit employee's official personnel file. The employee will be given a copy of the document that reflects any negative or adverse action. The employee may submit a written response to any document submitted to the employee's official personnel file. Such response shall be presented to the Human Resources Director within thirty (30) calendar days after the employee knew or should have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.
- D. Non-probationary bargaining unit employees subject to this chapter or any administrative or departmental regulations duly promulgated may be disciplined for cause. Just cause for disciplinary action includes, but is not limited to, the following:
 - (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
 - (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
 - (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
 - (4) Incompetence or inefficiency; failure to perform job duties adequately.
 - (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
 - (6) Unauthorized absence from work, including tardiness.
 - (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.

- (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of their duties.
- (9) Use of official position or authority for personal profit or advantage.
- (10) Misuse, theft, or destruction of city property.
- (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.
- (12) Unauthorized or fraudulent manipulation of time records or other city records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
- (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of their or another employee's work.
- (16) Misuse of Paid Time Off; the claim of sickness under false or misleading pretenses.
- (17) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without prior authorization of the City Manager.
- (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.
- (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (22) Unauthorized possession of a weapon on the job site.
- (23) Fighting and/or disruptive behavior in the workplace.

The foregoing examples are in no way intended to provide an exhaustive listing of reasons for which an employee may be disciplined. The severity of the infraction and the bargaining unit employee's work and disciplinary record will determine the level of disciplinary action taken.

- E. The City shall discuss proposed or actual disciplinary action with a bargaining unit employee and not in the presence of co-workers, unless representing the City or the employee in a meeting.
- F. A bargaining unit employee will be afforded the opportunity to present their side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than

72 hours' notice. The employee may have a representative of their choice at the meeting as an observer only. An attorney may be allowed as an observer only, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a predetermination meeting.

- G. A supervisor or Department Head may immediately remove from the work environment any bargaining unit employee who poses a danger to themselves or others; who is alleged to be committing or has allegedly committed a criminal act; or who otherwise is incapable of fulfilling the obligations of the job. In such cases, the bargaining unit employee will be placed on administrative leave with pay.

SECTION 20. GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall not include holidays or time when the City Administrative Offices are closed.
- D. A written grievance must contain a statement of the grievance, the name of the employee(s), the circumstances and facts upon which it is based, the Section of this agreement allegedly violated, the remedy being sought, and the signature of the grievant and the date signed.
- E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
- F. Grievances submitted on behalf of the Fire Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
- H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process their grievance as an individual.
- J. Grievances shall be presented as outlined below:

Step One – A bargaining unit employee who believes that they may have a grievance or the employee’s Union Representative, shall file a written grievance with the employee’s immediate supervisor or the level at which the grievance occurred, that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee or Union Representative may file a written grievance at Step Two.

Step Two – Within ten (10) days of the meeting with the supervisor/administrator at step one, the written grievance must be filed with the Chief. At the time of personal service, the bargaining unit employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief’s response, the employee or Union Representative may file the written grievance at Step Three.

Step Three - Within ten (10) days of the date of the Chief’s response, the written grievance must be filed with the City Manager. A bargaining unit employee grieving a termination may request an evidentiary hearing before the City Manager, who will be assisted by the City Attorney. The City Manager will respond to the grievance within ten (10) days of the filing of the grievance. The employee or Union Representative may appeal the City Manager’s decision through arbitration by providing written notice to the Personnel Director within ten (10) work days of the date of the City Manager’s decision.

- K. The Union shall provide the Chief a list of the union representatives that are authorized to file a grievance on behalf of the union and authorized to represent an employee on a grievance.

SECTION 21. ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
- B. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Section 24 Grievance Procedure, must have been exhausted.
- C. The appeal must be received by the Human Resources Director within fifteen (15) work days from the date of the City Manager’s decision.
- D. An arbitrator shall be selected in the following manner:
 - a. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee’s portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Human Resources Director within the ten (10) working days of filing the request for arbitration.

- b. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- c. The Arbitrator will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and, following the hearing, shall prepare and submit to the parties, in writing, a report and decision as soon as possible after the conclusion of the hearing. The parties may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established by the FMCS.
- d. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- e. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall they have the power to add to, nor subtract from, or modify this Agreement.
- f. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate their damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- g. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside in accordance with the Uniform Arbitration Act's provisions.

SECTION 22. OCCUPATIONAL HEALTH AND SAFETY

- A. The employer will continue to provide and maintain safe working conditions and industrial health protection for the employees in accordance with appropriate Federal, State, or City Law. The Union will cooperate by encouraging all employees to work in a safe manner.
- B. The City recognizes its obligations and acknowledges its intent to comply with OSHA regulations. The department shall provide all personal protective equipment. (i.e. – turn out gear, helmets, gloves, eye protection, boots, and hood). The City will also provide spectacle kits for the firefighters and air mask as needed. Failure of bargaining unit employees to utilize safety devices, clothing, and/or equipment required by the City and/or OSHA or failure to follow safe practices may subject the offending employee to disciplinary action.

- C. Bargaining employees shall be included in City safety policies, procedures, and incentives. Any incentive shall be administered on an individual basis and employees shall not be grouped together.

SECTION 23. LIABILITY COVERAGE

Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the City will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, NMSA 1978, §Section 41-4-1, et seq. (as amended).

It is understood by the parties that it is against public policy for the City to defend an employee in a criminal suit once the employee is indicted for a criminal act.

Any employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of the Fire Department or in their absence, the Assistant Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.

Any employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An employee named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and employee.

Any employee who is or may become a party in a job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the employee's choice regarding such manner. The employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant facts of the litigation. Nothing in this section shall be construed as giving the employee or their personal attorney any authority to act on behalf of the City or its insurer.

SECTION 24. OUTSIDE EMPLOYMENT

All bargaining unit employees shall abide by the Personnel Rules and Regulations regarding outside employment. The Union will be notified of any proposed changes to the provisions on outside employment prior to the implementation of such changes. The Union will be allowed written input on the proposed changes.

SECTION 25. COMMUNICABLE DISEASE AND HAZARDOUS MATERIALS HANDLING

If a firefighter, while carrying out their duties, is exposed to a contagious disease or hazardous materials, the City agrees to pay the expense for inoculation and immunization for members of the firefighter's family if the City's physician determines such inoculation and/or immunization is necessary. The City further agrees to reimburse any firefighter covered by one of the City's H.M.O. programs any co-

payment required for inoculation and/or immunization required due to the exposure to a contagious disease as a result of the firefighter's carrying out of their duties.

SECTION 26. MANUAL OF OPERATIONS AND POLICIES

The City shall provide the Union with a copy of the City of Hobbs Personnel Rules. It is the responsibility of the Union to keep this manual up to date. Management will provide the Union with a copy of any changes or updates of material contained in the manual.

The Union shall be provided the opportunity to propose, in writing, additions and modification to the Fire Department S.O.G.'s and policies. The Union shall also be provided the opportunity to meet with the Fire Chief or the Deputy Fire Chief to discuss the proposed additions and modifications. This provision shall not be interpreted in a manner that in any way reduces or eliminates the Fire Chief's rights and authority to approve and implement the S.O.G's and policies. Any approved deviation from S.O.G's and policies shall be delivered in writing by the Fire Chief to the Union President.

At each station, the City shall provide a complete set of city policies applicable to the Fire Department and its employees. The set of city policies shall be easily accessible to all employees of the Fire Department.

SECTION 27. P.E.R.A.

Bargaining unit employees will contribute 9.7% to PERA, subject to any modifications of contribution requirements mandated by the State of New Mexico, any Federal Law, or PERA.

SECTION 28. PERSONNEL FILES AND CHRONOLOGICAL RECORDS

An employee will receive a copy of any document(s) related to discipline of the employee prior to the document(s) being placed in the employee's personnel file. A bargaining unit employee or an authorized representative who provides a written authorization form signed by the employee, requesting to examine the employee's personnel file may do so by providing at least twenty-four (24) hours advance written notice to the Human Resources Department. Review of an employee's personnel file shall occur during normal business hours of the Human Resources Department. The employee and/or the authorized representative will review the file in the presence of a Human Resources Department employee.

The personnel files shall not be purged except by order of an arbitrator or judge of competent jurisdiction. The personnel files are the property of the City and will be used by the City as permitted by law.

The employee shall be provided a copy of any adverse document entry that will be placed in the personnel file and will have the right to provide written response to be attached to the document. Such written response must be submitted to the Human Resources Director within ten (10) calendar days from the date that the employee was given written notice of the document in question.

CHRONOLOGICAL RECORDS

Chronological records will continue to be used by the Hobbs Fire Department. Verbal counseling and verbal reprimands will be documented in the bargaining unit employee's chronological record. The employee shall be made aware of any documentation, positive or corrective, that is placed in their chronological record. The employee can at any time review their chronological record without question from supervisors. If the employee deems it necessary, the employee may place a written response to an entry so long as it is done within ten (10) calendar days of that specific entry being placed into the record. The written response to any chronological record entry shall be delivered by the employee to a supervisor, who will then place that response into the chronological record. The employee will have the opportunity to review their chronological entry to ensure the response is accurate. The parties will work together to develop a delivery system for all chronological correspondence that ensures transparency and accuracy in documentation.

Chronological entries should be made once every month for each member of the bargaining unit. Chronological entries should be both positive and/or corrective, and shall address those subjects the employee will be evaluated on during their annual performance evaluation. The period of relevance related to any chronological entries shall be limited to one year; the one year period of relevance shall coincide with the bargaining unit employee's annual performance review.

SECTION 29. DRUG TESTING

The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug free work place, Management may implement certain policies and procedures. Prior to the implementation of these policies and procedures the Union will be allowed to provide written input.

The City and the Union recognize that drug testing implicates important privacy issues to the employees subject to testing, and further recognize the importance to both the employee and the City of insuring maximum accuracy of the testing process. The City and the Union, therefore, agree to meet and confer on a periodic basis to evaluate the efficiency of the testing process and to make recommendations to the Chief for improvements to the testing process.

SECTION 30. DAMAGE TO PERSONAL PROPERTY

The City will make efforts to provide necessary safety equipment appropriate to the nature of the assignment, at the discretion of the Chief. Loss or damage to personal items on any City property will be handled on a case-by-case basis.

SECTION 31. HEALTH INSURANCE BENEFITS/LIFE INSURANCE/GROUP INSURANCE PLAN

The City shall continue to provide to all employees in the bargaining unit, health and life insurance benefits as adopted by the City Commission.

SECTION 32. UNIFORMS

The City will continue its current practice of issuance of uniforms to all bargaining unit employees.

SECTION 33. CHOW ALLOWANCE

The City will provide the daily food allowance of \$11.00 per employee per shift.

SECTION 34. LIVING QUARTERS FURNITURE AND APPLIANCES

The City will continue its current practice of replacing station furniture and appliances when determined necessary by the City.

SECTION 35. STATION MAINTENANCE

To the degree that is practical, as determined by the Chief, station maintenance will continue to be done by the bargaining unit employees.

SECTION 36. UNION DECALS

No union decals shall be placed or attached to any City property, equipment, materials, or supplies.

SECTION 37. CITY VEHICLES

The assignment and use of City vehicles is the responsibility and prerogative of the Chief.

SECTION 38. TRAINING AGREEMENTS

The parties agree that the terms of Exhibit A (Paramedic Training Agreement) was negotiated and is hereby incorporated and made a part of this agreement. See Exhibit A attached hereto and incorporated herein. City, with consultation of Union, reserves the right to revise and implement training agreements as deemed necessary. Any later agreements shall be incorporated herein as subsequent exhibits upon written acknowledgment of the parties. Nothing in this section shall be interpreted as a restraint on City's authority to offer any training agreements or Unions authority to not sign the same.

SECTION 39. COMPLETE AND ENTIRE AGREEMENT

The parties agree that all negotiable issues that the parties desired to negotiate have been discussed during the negotiations sessions leading to this Agreement. This Agreement represents the total and complete Agreement between the parties. If any City policy or procedure, or any Department rule, regulation, or directive conflicts with a provision of this Agreement, this Agreement will control. The City will not implement any change that is in conflict with this collective bargaining Agreement. The City, the Union, and the Employees will abide by the conditions of this Agreement and, unless limited by any provision of this Agreement, applicable City policies and procedures and/or Department rules, regulations, directives. During the term of this Agreement, the City and the Union, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

SECTION 40. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any Court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Within thirty (30) days of such legislative action, the City and the Union shall meet to negotiate new contract language to replace the particular clauses, which were invalidated by federal or state legislation.

SECTION 41. TERM OF AGREEMENT

This Agreement shall become effective on the first full pay period following the ratification by the bargaining unit employees, the approval of the City Commission, and signature by the parties and shall continue in full force and effect through June 30, 2025.

[REQUIRED SIGNATURES ON NEXT PAGE]

The Agreement was ratified by the parties and entered into _____ day of _____, 2022.

JOSEPH MEYERS, PRESIDENT
Hobbs IAFF

SAM COBB, MAYOR
City of Hobbs

MANNY GOMEZ, CITY MANAGER
City of Hobbs

EXHIBIT A

PARAMEDIC TRAINING AGREEMENT

I acknowledge and understand that the City of Hobbs desires and intends to provide EMT-Paramedic training to fire officers who will remain employed with the Hobbs Fire Department for a minimum of twenty-four (24) months from the date of receipt of a New Mexico State EMT-Paramedic license. I agree to the following conditions:

1. Unless discharged as a fire officer, I agree to remain in the employment of the department for a minimum period of twenty-four (24) months from the date I receive a New Mexico EMT-Paramedic license.
2. In the event that (1) I complete the accredited paramedic program and do not take the National Registry test within the time allotted by National Registry; or (2) I do not receive a New Mexico State EMT-Paramedic license within two years of completion of the accredited paramedic program; or (3) I leave the program without obtaining a New Mexico State EMT-Paramedic license, I agree to reimburse the Hobbs Fire Department the sum of money the City has expended for tuition, books, lodging, transportation, and any related fees, not to exceed \$6,000.00 for the cost related to my pre-EMT, EMT-Paramedic and field training provided by the Hobbs Fire Department and the accredited Paramedic training institute. As long as I am employed by the City of Hobbs, I agree to a wage withholding in the amount \$150.00 per pay period until debt is satisfied. In the event I leave the employment of the City of Hobbs, I agree to continue a \$300.00 per month payment until debt is satisfied.

Circumstances beyond the control of the employee may be grounds to waive the repayment requirement in paragraph 1 herein upon a showing of good cause to the City Manager.

3. In the event suit or action is instituted by the City to enforce any terms of this Agreement, the prevailing party shall be entitled to recover costs and legal fees, in addition to all other sums provided by law, even though the City may employ in-house legal counsel.
4. This Agreement is the entire, final and the complete Agreement between the parties with respect to the costs of training and requirements for reimbursement and supersedes and replaces any and all prior written or oral Agreements between the parties and their agents concerning requirements for reimbursement regarding the EMT-Paramedic Licensure.
5. No modification of this Agreement shall be valid unless in writing and duly

executed by both parties to this Agreement.

6. This Agreement shall be construed in accordance with the laws of the State of New Mexico, and jurisdiction of any dispute shall be brought in the courts of Lea County, New Mexico, only.
7. I understand that all terms and conditions of my employment remain unchanged by this Agreement, and this Agreement in no way guarantees me any contractual right, either expressed or implied, to continued employment. This Agreement shall not modify any City of Hobbs Personnel Rules, Administrative Regulations, and Fire Policies and Procedures that relate to Fire personnel. I recognize that this Agreement does not limit the authority of the city of Hobbs to invoke disciplinary action against me.

If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. *I acknowledge that I have had at least seven (7) days to examine this Agreement. I have been advised by the Personnel Department of the City of Hobbs that I may consult with an advisor or attorney prior to entering into this Agreement.*

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

CITY MANAGER

WITNESS

EMPLOYEE NAME (Please Print)

DATE

EMPLOYEE SIGNATURE



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6th, 2022

SUBJECT: NMDOT Municipal Arterial Program Cooperative Agreement for Traffic Signal Improvements at Dal Paso / Clinton & Dal Paso Snyder

DEPT. OF ORIGIN: Engineering Department

DATE SUBMITTED: 5-27-2022

SUBMITTED BY: Todd Randall, City Engineer

Summary:

A grant application for MAP funding was submitted on March 15th, 2022. The City received notice of award on May 23 and attached is the grant agreement for \$635,000 Project Total (\$476,250 NMDOT / \$158,750 City Match) for roadway improvements at DAL PASO / CLINTON AND DAL PASO / SNYDER intersections. Improvements would include the construction of a traffic signal poles, mast arms and geometric improvements to the intersection.

Fiscal Impact:

Reviewed By: _____
Finance Department

Grant Amount: \$635,000
Local Match: \$158,750
State Match: \$476,250

Funds will be budgeted in Fund 48, which there are sufficient reserves for the grant match and contingencies (FY 23 - Final Budget Process)

Attachments:

Resolution, Grant Agreement, Project Map

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Recommendation:

Consider and approve the Resolution for the Mayor to execute resolution and grant agreement

Approved For Submittal By:

Digitally signed by Todd Randall, DN: c=US, e=t.randall@hobbsnm.org, o=CITY OF HOBBS, ou=Engineering Dept, cn=TODD RANDALL
Reason: I am approving this document
Date: 2022.05.27 10:46:49 -0600

Department Director

City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7209

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION FOR MAP CN: L200557**

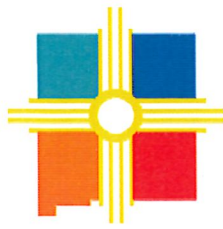
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs a grant agreement with the State of New Mexico Department of Transportation for Control No. L200479; in the amount of **\$635,000 (75%/25% share)** and any certification or supporting documentation for the implementation of the grant agreement requirements. The scope of the work includes Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Misc. Improvements and Traffic Signal Construction at the intersection of Dal Paso & Clinton and Dal Paso & Snyder. A copy of the grant agreement is attached hereto and made a part hereof by reference.

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

May 23, 2022

Mr. Samuel Cobb, Mayor
City of Hobbs
200 East Broadway
Hobbs, New Mexico 88240

Dear Mr. Samuel Cobb:

We are pleased to inform you that your application for Municipal Arterial Program (MAP) funds for the project scope: '**Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements-Dal Paso Street Signal Improvements**' was approved by the State Transportation Commission on May 19, 2022, and will be included in the New Mexico Department of Transportation's FY23 LGRF Program.

Your project has been assigned Control No. **L200557**. Please be sure to reference this number in all communications with the New Mexico Department of Transportation regarding this project.

The total estimated cost for your project is **\$635,000.00** the Department has allocated **\$476,250.00** in MAP funds, with a local match requirement of **\$158,750.00**.

The Project Oversight Division will develop a project agreement and forward to you for signature. If you have any questions or comments, please contact me at (505) 699-9946.

Sincerely,

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Libby Coslin, LGRF Coordinator
Mr. Francisco Sanchez, District 2 Engineer

**Michelle Lujan
Grisham**
Governor

Justin Reese
Acting Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 0000054339
Control No. HW2L200557

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Hobbs (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L200557." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is Six Hundred Thirty Five Thousand Dollars and No Cents (**\$635,000**) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: \$476,250

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
Construction Management, Drainage, Traffic Signal Improvements and Misc.
Improvements

2. Public Entity’s required proportional matching share shall be 25%: \$158,750

3. Total Project Cost: \$635,000

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Six Hundred Thirty Five Thousand Dollars and No Cents (**\$635,000**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 2 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
- n. Within thirty (30) calendar days of completion, furnish the Department's District 2 Office the "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
- o. Within thirty (30) calendar days of completion, furnish the Department's District 2 Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in

“Certification of Construction Phase” form.

- p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity’s roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity’s facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2024**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.

- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws

governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Recommended By District 2

By: _____ Date: _____
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

City of Hobbs

By: _____ Date: _____
Title: _____

Attest: _____
Name and Title

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L200557

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT’S Right of Way Handbook (Current Edition)] Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
___ a. have been relocated
___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT’S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):

- _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
- 11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
- 12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
- 13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
- 14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
- 15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
- 16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
- 17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Hobbs

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

**District LGRF Coordinator
Department of Transportation**

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L200557

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L200557** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Hobbs

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

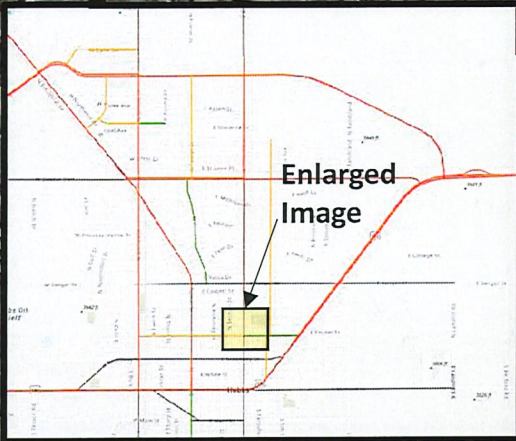
When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation



PROJECT LOCATION
Dal Paso St (NM18) & Clinton St

Clinton St.



Enlarged
Image

N. Dal Paso St. (NM18)

Murray
Elem.
School

City
Park

Sanger St

Snyder St.

PROJECT LOCATION
Dal Paso St (NM18) & Snyder St



2022/2023 Hobbs MAP APPLICATION

HOBBS, NM – VICINITY MAP



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 6, 2022

SUBJECT: A RESOLUTION DESIGNATING PERSONS AS QUALIFIED AS AN ACTING MUNICIPAL JUDGE AND SETTING FORTH COMPENSATION

DEPT. OF ORIGIN: Municipal Court
DATE SUBMITTED: May 31, 2022
SUBMITTED BY: Bobby Arther, Municipal Judge

Summary: Section 2.12.050 of the Hobbs Municipal Code requires that a list of persons designated by the City Commission as qualified to be Acting Municipal Judge be prepared annually. Brian Belyeu has completed a judicial training program and is willing to be placed on said list and serve as Acting Municipal Judge if appointed by the Municipal Judge. Section 2.12.050 also provides that the compensation for Acting Municipal Judge be set by resolution at the time the list is prepared. This resolution would place Brian Belyeu on the list of persons designated as qualified to be Acting Municipal judge and set the compensation at a rate of \$200.00 per day. If approved, a professional services agreement will be executed with the designated Acting Municipal Judge.

Fiscal Impact:

Reviewed By: 

Finance Department

Salary of the Acting Municipal judge shall be paid from the Municipal Court budget at a rate of \$200.00 per day. The total cost to the City per year will be determined by the number of days the Acting Municipal Judge actually serves. The total costs shall not exceed \$20,000.00.

Attachments:

Written Recommendation for Appointment

Legal Review:


Approved As To Form: 

City Attorney

Recommendation:

The Commission should consider this resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7210

A RESOLUTION DESIGNATING PERSON(S) QUALIFIED
AS AN ACTING MUNICIPAL JUDGE AND
SETTING FORTH COMPENSATION FOR ACTING MUNICIPAL JUDGE

WHEREAS, at times the need for judicial action occurs when the Municipal Judge is not available; and

WHEREAS, Section 2.12.050 of the Hobbs Municipal Code provides that a list of persons designated by the City Commission as qualified Acting Municipal Judge be prepared; and

WHEREAS, Brian Belyeu is willing to be placed on the list of those qualified to be Acting Municipal Judge;

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

- A. The list of names of people designated by the City Commission as qualified to be Acting Municipal Judge during the upcoming year shall include Brian Belyeu.
- B. The designated person(s) shall be appointed in writing by the elected Municipal Judge and the appointment shall be filed in the office of the City Clerk and in the office of the Municipal Court Clerk.
- C. Upon appointment, the designated person(s) shall be duly qualified to act in the absence of the Municipal Judge with full powers of such office vested in the municipal judge on all occasions that he may reside over the court.
- D. The Acting Municipal Judge, as a condition of discharging the duties of that office, is not required to complete annual judicial training programs as required of the Municipal Judge. However, no municipal judge shall receive a salary until such judge has

successfully completed a judicial training program and received a certificate of completion from the Administrative Office of the Courts, or has been exempted from the required judicial training program by the Chief Justice of the Supreme Court. Any cost associated with initial certification or refresher training, if required, shall be at the responsibility of the appointee.

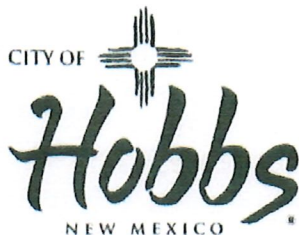
E. Upon appointment by the Municipal Judge and completion of the required judicial training program or exemption from the program by the Chief Justice of the Supreme Court, the City Manager will execute a professional services agreement with the Acting Municipal Judge which will at a minimum outline compensation at a rate of \$200.00 per day.

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



HOBBS MUNICIPAL COURT
CITY OF HOBBS

BOBBY ARTHUR
Municipal Judge
SHANNON ARGUELLO
Court Clerk

301 N Turner
Hobbs, New Mexico 88240
Phone (575) 397-9272
FAX (575) 397-9365

May 17, 2022

Mayor Sam Cobb
Commissioner Finn Smith
Commissioner Dwayne Penick
Commissioner Joseph Calderon
Commissioner Laron Fields
Commissioner Christopher Mills
Commissioner Don R. Gerth

Mayor and Commissioners:

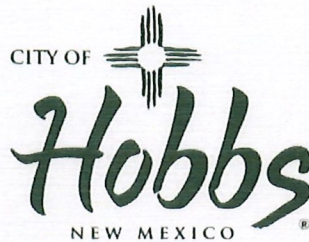
The purpose of this letter is to designate Mr. Brian Belyeu as the Acting Municipal Judge in accordance City of Hobbs Ordinance 2.12.050. Mr. Belyeu has served as the Alternate Municipal Judge since 2019. The Commission did vote and designate Mr. Belyeu as being duly qualified at a regular city commission meeting on November 4, 2019.

I have known Judge Belyeu for over twenty-five years. As a retired Officer of Hobbs Police Department, I find his integrity above reproach. He has an intimate knowledge of the policies and procedures of the court. Judge Belyeu has kept abreast of changes in the Hobbs Municipal Ordinances as well as rule changes set forth by the NM Supreme Court. Judge Belyeu continues to have my complete faith and trust to serve the citizens of Hobbs in my absence.

I respectfully request that you re-confirm Brian Belyeu as the Alternate Judge for the Hobbs Municipal Court.

Respectfully Submitted,

Bobby M. Arthur
Municipal Judge



BOBBY ARTHUR
Municipal Judge
SHANNON ARGUELLO
Court Clerk

HOBBS MUNICIPAL COURT
CITY OF HOBBS

301 N Turner
Hobbs, New Mexico 88240
Phone (575) 397-9272
FAX (575) 397-9365

May 17, 2022

Mayor Sam Cobb
Commissioner Finn Smith
Commissioner Dwayne Penick
Commissioner Joseph Calderon
Commissioner Laron Fields
Commissioner Christopher Mills
Commissioner Don R. Gerth

Mayor and Commissioners:

The purpose of this letter is to designate Mr. Brian Belyeu as the Acting Municipal Judge in accordance City of Hobbs Ordinance 2.12.050. Mr. Belyeu has served as the Alternate Municipal Judge since 2019. The Commission did vote and designate Mr. Belyeu as being duly qualified at a regular city commission meeting on November 4, 2019.

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I respectfully request that you re-confirm Brian Belyeu as the Alternate Judge for the Hobbs Municipal Court.

Respectfully Submitted,

Bobby M. Arthur
Municipal Judge



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6/06/2022

SUBJECT: Police Officer Hiring Incentive (Repeal).

DEPT. OF ORIGIN: Hobbs Police Department
DATE SUBMITTED: 05/26/2022
SUBMITTED BY: August Fons, Chief of Police

Summary: Since 2015, the Hobbs Police Department has offered a hiring incentive upon obtaining employment and fulfilling requirements set in the incentive agreement(s) to enhance recruitment and retention. During this time, a total of eighty-nine (89) officers have participated in the incentive program (\$30,000 payout over the course of either five or six years).

Out of the 89 officers that have participated in the incentive program, 36 officers are currently still with the agency continuing to receive their annual retention incentive. That is a retention success rate of 40%. Conversely, 53 of those officers are no longer with the agency resulting in a retention failure rate of 60%. Based on these results over the past seven years, I do not believe the funding expended and committed to recruiting and retention in this incentive program have resulted in the desired consequence. I believe this funding would be better spent on high-quality training, equipment and support services which again every officer requests and needs for the duration of their career. Professional and well-funded departments attract officers much more than temporary pay incentives. In fact, an argument could be made that once the incentives end, the motivation to stay may also decrease. The Hobbs Police Department (HPD) requests to rescind the police officer hiring incentive, resolution 6667.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The preliminary budget has approximately \$150,000 of hiring incentives for current officers.

Attachments:

- 1). Resolution

Legal Review:

Approved As To Form: Efrén A. Cortez City Attorney

Recommendation:

Motion to approve.

Approved For Submission By: [Signature] Department Director
[Signature] City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7211

A RESOLUTION RESCINDING POLICE RECRUITING AND RETENTION
RESOLUTION NO. 6667 AND 7119

WHEREAS, on May 21, 2018, the City of Hobbs adopted Resolution No. 6667 regarding a policy for Police Recruiting and Retention; and

WHEREAS, on October 18, 2021, the City of Hobbs adopted Resolution No. 7119 amending the hiring incentives as approved in Resolution No. 6667.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the hiring incentives approved in Resolution No. 6667 and later amended by Resolution No. 7119 be and are hereby rescinded.

PASSED, ADOPTED AND APPROVED this 6th day of June, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk