

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

May 6, 2024



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

Monday, May 6, 2024 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the April 15, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Month of May, 2024, as “*Motorcycle Awareness Month*”
3. Proclamation Proclaiming the Week of May 5 – 11, 2024, as “*Professional Municipal Clerks Week*” (*Jan Fletcher, City Clerk, and Amelia Maldonado, Deputy City Clerk*)

4. Proclamation Proclaiming Saturday, May 18, 2024, as “Kids to Parks Day”
(Bryan Wagner, Parks and Open Spaces Director)

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

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

5. Resolution No. 7465 - Approving the FY 2024 3rd Quarter Financial Report for the New Mexico Department of Finance and Administration *(Toby Spears, Finance Director)*
6. Resolution No. 7466 – Approving the Final Plat for the Wallace Acres Subdivision Located Within the City’s Extra-Territorial Jurisdiction as Recommended by the Planning Board *(Todd Randall, Assistant City Manager)*
7. Resolution No. 7467 – Approving Amendment No. 2 to an Infrastructure Extension Development Agreement with ALJO, LLC, Concerning the Development of Public Infrastructures to Extend the Termination Date of the Agreement to May 1, 2025 *(Todd Randall, Assistant City Manager)*
8. Resolution No. 7468 – Approving Vacation, Dedication and Replat of Block 190 of the Carswell Addition in the City of Hobbs Located Southwest of the Intersection of Sanger and Turner *(Todd Randall, Assistant City Manager)*
9. Resolution No. 7469 – Approving the Dedication of Property and Granting of Utility Easements on Adell Drive Located in Section 8, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico *(Todd Randall, Assistant City Manager)*
10. Resolution No. 7470 – Authorizing the Mayor and City Manager to Enter Into a Legal Services Agreement with Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor, LLC; and Roybal-Mack & Cordova, P.C. *(Valerie Chacon, City Attorney)*
11. Resolution No. 7471 – Adopting Budgetary Adjustment #4 for FY 2023-2024 *(Toby Spears, Finance Director)*

DISCUSSION

12. Waste Management – Discussion of Unsafe Alley Areas (*Jordan Davis, Waste Management District Manager*)

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

13. Consideration of Approval to Purchase Hardware for Virtual Server Environment from Insight Public Sector in the Amount of \$358,914.08 (*Christa Belyeu, I.T. Director*)
14. **PUBLICATION**: Proposed Ordinance Approving a Local Economic Development Act (LEDA) Project and Adopting a Project Participation Agreement with Space Jump, LLC, in the Amount of \$180,000.00 (*Valerie Chacon, City Attorney*)
15. **PUBLICATION**: Proposed Ordinance Approving a Local Economic Development Act (LEDA) Project and Adopting a Project Participation Agreement with HTEAO/HOLVAY, LLC, in the Amount of \$70,000.00 (*Valerie Chacon, City Attorney*)
16. **PUBLICATION**: Proposed Ordinance Amending Chapter 5.06 Relating to the Definition of Cannabis Consumption Areas (*Valerie Chacon, City Attorney*)
17. Resolution No. 7473 – Approving a Memorandum of Agreement with the Hobbs Municipal Schools for the Grant of Funds to be Used for the Construction of Public Roadway and Utility Infrastructure Adjacent to College Lane Elementary School (*Todd Randall, Assistant City Manager*)
18. Resolution No. 7474 – Approving a Memorandum of Agreement with the Hobbs Municipal Schools for the Grant of Funds to be Used for the Construction Hybrid Crosswalk Signals at the Intersection of Bender/Brazos and Marland/Clinton (*Todd Randall, Assistant City Manager*)
19. Consideration of Approval of RFP 548-24 for the Manhole Rehabilitation Project and Construction Services and Recommendation to Accept the Proposal from Infrastructure Rehabilitation USA, Inc. (*Tim Woormer, Utilities Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

20. Next Meeting Dates:

- **City Commission Regular Meetings:**
 - Monday, May 20, 2024, at 6:00 p.m.
 - Monday, June 3, 2024, at 6:00 p.m.
 - Monday, June 17, 2024, at 6:00 p.m.

ADJOURNMENT

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: April 30, 2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on April 15, 2024

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

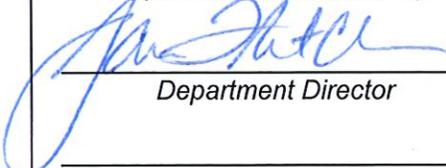
Legal Review:

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, April 15, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Joseph D. Calderón (*arrived at 6:12 p.m*)
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Valerie Chacon, City Attorney
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Mark Doporto, Fire Chief
Toby Spears, Finance Director
Todd Randall, City Engineer
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Meghan Mooney, Communications Director
Nicholas Goulet, Human Resources Director
Bobby Arther, Municipal Judge
Selena Estrada, Risk Manager
Julie Nymeyer, Executive Assistant
Shelia Baker, General Services Director
Amelia Maldonado, Deputy City Clerk
Alyxandra Salas, City Clerk Record Specialist
32 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Penick moved the minutes of the regular meeting of April 1, 2024, be approved as written. Commissioner Fields seconded the motion and roll call vote was

recorded as follows: Cobb yes, Smith yes, Penick yes, Fields yes, Mills yes, Gerth yes. The motion carried.

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of April, 2024:

- 5 years – Geronimo Ponce, Hobbs Police Department
- 5 years – Katie Harrison, Hobbs Police Department
- 5 years – Steven Blandin, Hobbs Police Department
- 10 years – Rebecca Carter, Hobbs Fire Department

Mr. Gomez thanked the Commission for recognizing the employees. Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization

Public Comments

Mr. Byron Marshall, new board chair of the Hobbs Juneteenth Committee, discussed the Juneteenth celebration and stated the event is scheduled for June 14-16, 2024. Mr. Marshall thanked Mayor Cobb and the Commission for their support of Juneteenth over the years.

Ms. Elyse Arnold expressed her excitement and appreciation for the opportunity to create an art mural for the City of Hobbs at Fire Station #2. She displayed a photograph of the art mural. Ms. Arnold also expressed interest in engaging in possible future art endeavors with the City if such an interest should arise.

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

Resolution No. 7460 - Authorizing Grant Agreement Amendment No. 1 with the State of New Mexico Department of Transportation for Project Control No. HW2L200557 Roadway Improvements at Dal Paso/Clinton and Dal Paso/Snyder to Extend the Expiration Date of the Grant from June 30, 2024, to June 30, 2025

Resolution No. 7461 – Authorizing the City of Hobbs City Commission to Become Members of the New Mexico Produced Water Research Consortium

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

Discussion

Mr. David Reed, Chief Operating Officer of the JF Maddox Foundation, presented a PowerPoint presentation regarding the Shipp Street Plaza Conceptual Design. He outlined the following:

- Community Voices – Mr. Reed stated through the use of focus groups, interviews, survey, a public meeting, visioning and tabling, there is a desire for a downtown transformation. He stated there should be cultural and entertainment offerings, safety, accessibility and outdoor spaces with pleasing aesthetics.
- Strategy - Mr. Reed stated the JF Maddox Foundation is hiring a full-time person dedicated to downtown revitalization. The position will cover annual programming, business recruitment, grant writing, community input, vendor relations and art installations. The strategy will also include façade improvement, restaurant recruitment, business incubator space, real estate leasing and negotiations along with mural statues and activities.
- Current Shipp Street Plaza – Mr. Reed stated the current Shipp Street Plaza has limited functionality, limited visibility, no support for commercial activity and little impact in the area.
- Proposed New Shipp Street Plaza – Mr. Reed displayed photographs of the proposed new Shipp Street Plaza.

Mayor Cobb stated the Commission will be considering the proposed design and thanked Mr. Reed for the presentation.

Action Items

Resolution No. 7462 – Adopting Budgetary Adjustment #3 for FY 2023-2024

Mr. Toby Spears, Finance Director, explained Budgetary Adjustment #3 for Fiscal Year 2023-2024. He stated the City's reserves are being taken from 54% to 53% and

revenue is being enhanced by \$340,000.00, part of which is related to cannabis sales. Within the \$700,000.00 expense is the server build which is planned to be encumbered by June 30, 2024. He stated overall total expenses are increasing by \$796,185.00.

Mayor Cobb commented the City's reserves are higher than most cities in the state, and he commended City Manager Manny Gomez, the management team and all employees for the work they do managing the cash for the benefit of taxpayers.

There being no further discussion, Commissioner Penick moved that Resolution No. 7462 be approved as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Cobb yes, Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7463 – Authorizing an Allocation of Lodgers' Tax Funds for Various Events for FY 2024

Mr. Spears explained the request for an allocation of Lodgers' Tax Funds for various events for FY 2024. He stated the Lodgers' Tax Board was unable to make a quorum for its meeting and the requests are being presented to the Commission for consideration. Mr. Spears reviewed the following balances available for funding within the Lodgers' Tax fund:

Non-Profit/For Profit/Public Entity (20%)	\$	234,796.27
City and County (40%)	\$	591,783.45
Airline (25%)	\$	699,444.04

Mr. Spears stated the Lodgers' Tax fund is trending at revenue of \$1,700,000.00 for FY 2024. Currently, as of March 31, 2024, a total of \$1,500,000.0 has been received in Lodgers' Tax revenue.

Mr. Spears stated City staff has reviewed, in detail, all of the Lodgers' Tax requests and recommends funding for the agencies as follows:

Hobbs Chamber of Commerce	\$	20,227.75
Hobbs Airfield Speedway	\$	3,145.00
United Way of Lea County	\$	18,790.00
Permian Basin USSSA	\$	24,986.10
Hobbs USSSA	\$	14,000.00
Hobbs Juneteenth Committee	\$	25,000.00
Sheri's House of Hope	\$	9,500.00
Hobbs Hispano Chamber Foundation	\$	25,000.00

City of Hobbs (NMRPA Conf)	\$	38,360.00
Lea County Fairgrounds	\$	202,680.00
EDC of Lea County – FlyHobbs Marketing	\$	200,000.00
TOTAL	\$	581,688.85

Mayor Cobb thanked all of the agencies for being present tonight.

There being no discussion or questions by the Commission, Mayor Cobb requested a motion to approve the funding recommendations as submitted by staff. Commissioner Calderón moved that Resolution No. 7463 be adopted as presented with the staff recommended funding amounts. Commissioner Mills seconded the motion and the vote was recorded as follows: Cobb yes, Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase an OTIS Hydroaccel Hydraulic Control Elevator System from OTIS Elevator Company in the Amount of \$150,250.00

Ms. Sheila Baker, General Services Director, stated the elevator at the Hobbs Police Department Annex at 301 North Dalmont is malfunctioning and is no longer operational. City staff requested a proposal for a replacement elevator system which was submitted by Otis Elevator Company. She stated this company currently services all of the elevators for the City. Ms. Baker stated this proposal is being brought before the Commission because the proposal amount exceeds \$75,000.00. It is recommended by the General Services Department to accept this proposal from Otis Elevator Company in the amount of \$150,250.00.

There being no discussion, Commissioner Fields moved to approve the purchase of an OTIS Hydroaccel Hydraulic Control Elevator System from OTIS Elevator Company in the amount of \$150,250.00. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Cobb yes, Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. A copy of the supporting documentation is attached.

Resolution No. 7464 – Authorizing the City of Hobbs to Implement a New Fee for Cremation Disinterment for Infants and Adults as Recommended by the Hobbs Cemetery Board

Mr. Bryan Wagner, Parks and Open Spaces Director, explained that after further research and discussion with the Cemetery Board, it was discovered there is no fee in place for a disinterment for cremations and requested an approval for such a fee to be implemented. Mayor Cobb felt it was important to state that this fee is for removal of a vessel and in response to Mayor Cobb, Mr. Wagner clarified it is a fee for the removal

of a vessel, to change locations from its current location to another location. The proposed fee amount is \$90.00.

There being no discussion, Commissioner Penick moved that Resolution No. 7464 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Cobb yes, Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Gomez requested Ms. Valerie Chacon, City Attorney, to introduce her new colleague from the Legal Department. Ms. Chacon introduced Ms. Medjine Douyon, the new Deputy City Attorney for the City of Hobbs.

Mr. Gomez stated he wanted to recognize National Animal Care and Control Appreciation Week which is the week of April 14-20, 2024. He asked that the team of City Animal Control Specialists stand to be recognized. They were commended on their dedication and hard work in the community.

Mr. Gomez also recognized this week as Public Safety and Telecommunications Week and thanked the Public Safety Dispatchers of the City of Hobbs.

Mr. Gomez reminded everyone the Downtown Slam and Jam will be held this weekend. He stated that the deadline for registration has passed but in-person registration is still allowed on Friday. He encouraged the public to come out and enjoy the festivities.

Mr. Gomez also mentioned that the New Mexico Junior College (NMJC) will be hosting a free concert on Friday, April 19, 2024, which features talented musicians, who will pay tribute to the Eagles, Doobie Brothers, Fleetwood Mac and Whitney Houston. Also, the Fearless Feature Band will perform which consists of all students from the NMJC.

Commissioner Smith commented on the lodger's tax regarding the airline work being done, and he thanked Ms. Jennifer Grassham of the EDC of Lea County and Mayor Cobb for their work and the investment of Lea County into the airport facility. He also mentioned the University of the Southwest will be hosting its Gala Event on Friday, April 19, 2024.

Commissioner Penick thanked City staff and stated he is impressed with the Finance Department, and thanked them, along with the Engineering, Parks, Recreation, Hobbs Police and Hobbs Fire Departments.

Commissioner Calderón thanked the Animal Control Officers for the work they have done for the public and the animals in the community.

Commissioner Fields thanked the staff of the City of Hobbs for all they do in keeping the Commission informed and helping to make their job easier.

Commissioner Mills thanked Animal Control for the work they do and also welcomed Mr. Medjine Douyon to the City and thanked her for joining the team.

Mayor Cobb commended staff on the professional quality of the City Manager's Annual Report. He thanked City Staff and encouraged the citizens to take a look at the report on the City's website.

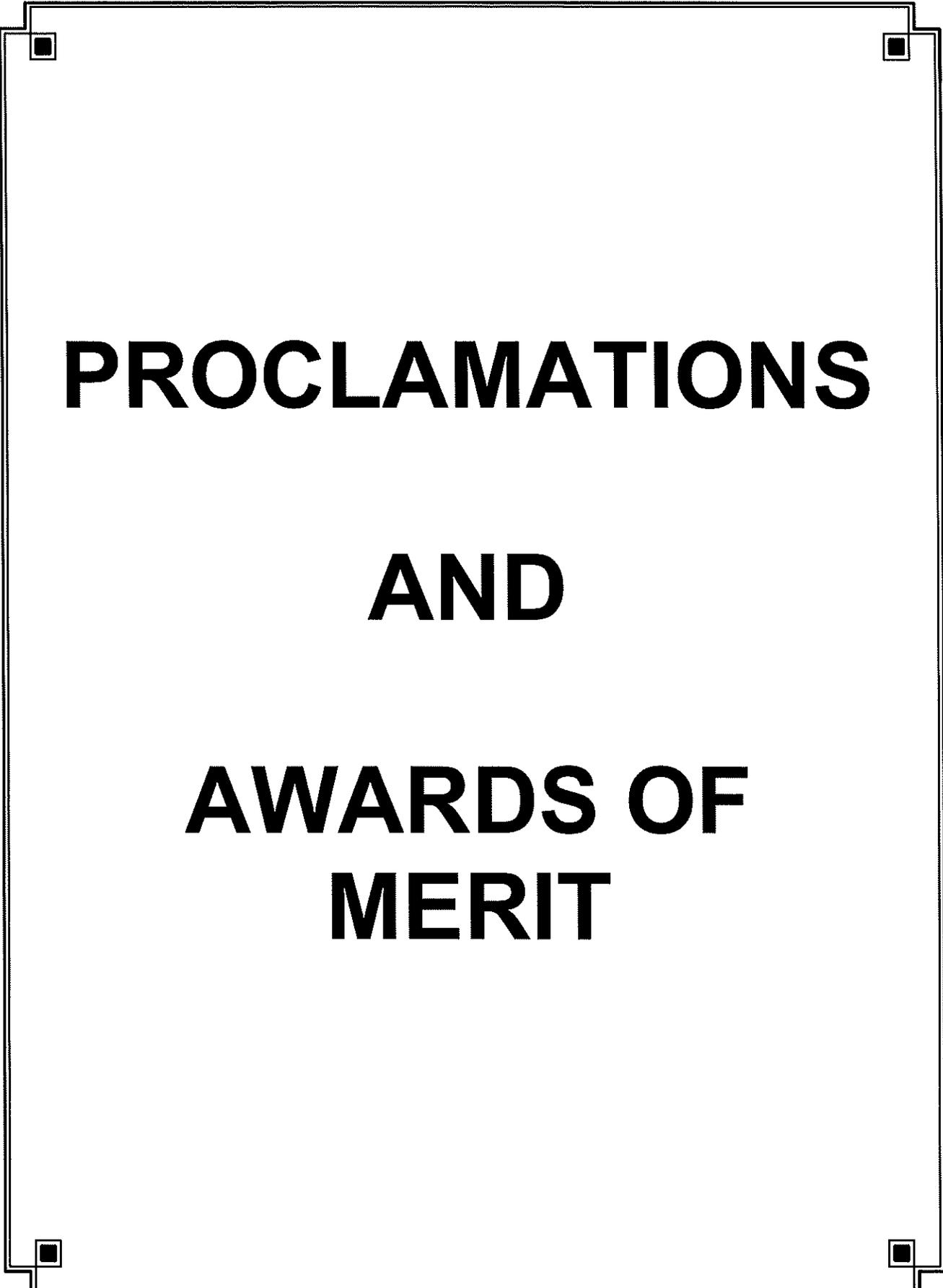
ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried and the meeting adjourned at 7:05 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, New Mexico's extensive road systems provide some of the most magnificent riding in the United States, making Hobbs an ideal location for motorcycle use; and

WHEREAS, many registered motorcyclists, who undergo extensive training and testing in order to obtain a license, call Hobbs home and enjoy the roadways we have to offer; and

WHEREAS, riders face a higher risk on the road than those operating vehicles. Statistics show that those operating vehicles are at fault in the majority of all accidents involving a motorcycle; and

WHEREAS, it is imperative that motorists always exercise caution and stay alert while traveling on Hobbs road systems; and

WHEREAS, the National Highway Traffic Safety Administration has declared May as "Motorcycle Awareness Month", it is the desire of this Mayor's Office to join the NHTSA in raising awareness of the growing number of motorcyclists on Hobbs roadways in order to help prevent accidents and most importantly, save lives.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the month of May, 2024 to be

"MOTORCYCLE AWARENESS MONTH"

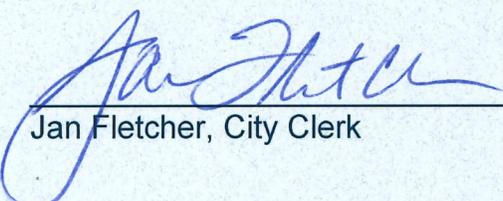
In Hobbs, and encourage all New Mexicans to renew their commitment to safe driving practices, to watch for motorcyclists, and to be aware of all who share the road.

IN WITNESS, WHEREOF, I have hereunto set my hand this 6th day of May, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 5 – 11, 2024, as

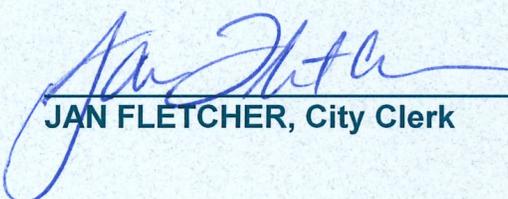
"PROFESSIONAL MUNICIPAL CLERKS WEEK"

and further extend appreciation to our Professional Municipal Clerks, City Clerk Jan Fletcher and Deputy City Clerk Amelia Maldonado and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the staff at the City of Hobbs and the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2024, and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

Whereas, May 18, 2024 is the fourteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

Whereas, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

Whereas, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, and hypertension; and

Whereas, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 18th, 2024 as

"KIDS TO PARKS DAY"

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CONSENT AGENDA

CITY OF HOBBS
RESOLUTION NO. 7465

A RESOLUTION APPROVING THE FY2024
DFA 3rd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4TH quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ending March 31, 2024 was \$190,631,866.34 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2024 crosswalk the amounts to the DFA 3rd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced 3rd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
3/31/2024

	Ending Cash 06/30/2023	June - July FY2024 Revenues	Actual Cash TRANSFERS	June - July FY2024 Expenditures	FY24 Balance Sheet Adjustments	Ending Cash 03/31/24
GOVERNMENTAL FUNDS						
11000 001 GENERAL	76,840,306.72	64,459,353.38	(7,709,160.11)	45,370,042.96	292,233.98	87,928,223.05
29900 002 LAND ACQUISITION	830,648.61	-	-	-	-	830,648.61
	<u>77,670,955.33</u>	<u>64,459,353.38</u>	<u>(7,709,160.11)</u>	<u>45,370,042.96</u>	<u>292,233.98</u>	<u>88,758,871.66</u>
SPECIAL REVENUES						
20100 110 LOCAL GOV CORR	1,012,394.62	140,720.12	-	245,058.34	(325.51)	908,381.91
21100 120 POLICE PROTECTION	24,383.39	204,500.00	-	114,213.95	-	114,669.44
29900 130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
29900 150 COPS GRANT	8,881.98	-	(8,881.98)	-	-	-
21700 160 HWLC	1,000.00	1,242,197.78	2,164,394.86	3,411,986.29	(5,393.65)	1,000.00
21900 170 OLDER AMERICAN	1,000.00	207,937.46	549,414.81	757,352.27	-	1,000.00
51800 180 GOLF	1,000.00	752,608.43	1,125,489.36	1,882,405.36	(4,307.57)	1,000.00
50600 190 CEMETERY	1,000.00	161,704.42	383,850.28	545,583.28	(28.58)	1,000.00
50400 200 AIRPORT	690,720.93	168,207.24	-	1,457.31	-	857,470.86
30300 210 LEGISLATIVE APPROP	1,000.00	1,149,700.50	-	809,486.82	-	341,213.68
21800 220 INTERGOVERNMENTAL GRANTS	27,912,727.17	-	-	9,764,664.96	-	18,148,062.21
21400 230 LODGERS' TAX	1,062,654.52	1,350,281.71	(236,868.89)	646,946.58	-	1,529,120.76
27000 240 LG Abatement Fund (Opioid)	119,300.36	25,848.77	-	-	-	145,149.13
28000 250 Cannabis Regulation Act Fund	643,025.95	739,491.95	-	22,184.76	-	1,360,333.14
29900 270 PUBLIC TRANSPORTATION	1,000.00	353,763.61	370,065.20	725,380.02	(1,551.21)	1,000.00
20900 280 FIRE PROTECTION	1,221,313.43	1,137,226.41	-	172,372.52	(123.77)	2,186,291.09
20600 290 EMER MEDICAL SERV	2,595.39	42,362.00	-	39,285.77	-	5,671.62
21200 300 2022 Retention LER	139,316.51	1,425,000.00	-	1,251,664.44	-	312,652.07
29900 310 LEDA	-	-	3,361,696.47	-	-	3,361,696.47
21220 320 2023 Recruitment LER	-	750,000.00	-	342,235.87	-	407,764.13
30200 370 COMM DEVE CONST	82,327.62	-	-	-	-	82,327.62
	<u>32,927,560.62</u>	<u>9,851,550.40</u>	<u>7,709,160.11</u>	<u>20,732,278.54</u>	<u>(11,730.29)</u>	<u>29,767,722.88</u>
CAPITAL PROJECTS FUNDS						
39900 460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	-	1,538,849.89
21600 480 STREET IMPROVEMENTS	5,668,692.61	852,518.43	-	845,499.22	-	5,675,711.82
39900 490 CITY COMM. IMPROVEMENTS	10,109,110.76	2,131,396.44	(8,525.00)	60,171.81	-	12,171,810.39
	<u>17,316,653.26</u>	<u>2,983,914.87</u>	<u>(8,525.00)</u>	<u>905,671.03</u>	<u>-</u>	<u>19,386,372.10</u>
DEBT SERVICE FUNDS						
40400 510 UTILITY BOND	45.00	-	-	-	-	45.00
40400 530 2005 WASTEWATER BOND ISSUE	1,989,842.96	-	1,921,489.12	2,271,164.08	-	1,640,168.00
	<u>1,989,887.96</u>	<u>-</u>	<u>1,921,489.12</u>	<u>2,271,164.08</u>	<u>-</u>	<u>1,640,213.00</u>
TOTAL GOVERNMENTAL FUNDS	<u>129,905,057.17</u>	<u>77,294,818.65</u>	<u>1,912,964.12</u>	<u>69,279,156.61</u>	<u>280,503.69</u>	<u>139,553,179.64</u>
ENTERPRISE FUNDS						
50200 100 SOLID WASTE	2,872,856.74	6,444,012.36	-	6,278,270.97	-	3,038,598.13
39900 440 JOINT UTILITY EXTENSIONS CAPIT	1,000.00	-	8,525.00	8,525.00	-	1,000.00
50100 600 JOINT UTILITY	1,000.00	-	4,895,768.91	4,898,044.93	(2,276.02)	1,000.00
50100 610 JOINT UTILITY CONST	1,000.00	-	570,762.38	570,762.38	-	1,000.00
50300 620 WASTE WATER PLANT CONST	6,857,812.29	76,841.45	-	511,337.86	-	6,423,315.88
50300 630 JOINT UTILITIY - WASTEWATER	1,000.00	-	3,319,885.52	3,355,483.78	(35,598.26)	1,000.00
50300 650 JOINT UTILITIY INCOME - WASTEI	10,856,602.76	6,495,817.88	(5,241,374.64)	30,085.54	-	12,080,960.46
50100 660 JOINT UTILITY INCOME	9,447,098.98	7,499,762.49	(5,466,531.29)	-	34.05	11,480,296.13
50100 680 METER DEPOSIT RES	1,405,056.17	230,899.52	-	56,802.75	-	1,579,152.94
TOTAL ENTERPRISE FUNDS	<u>31,443,426.94</u>	<u>20,747,333.70</u>	<u>(1,912,964.12)</u>	<u>15,709,313.21</u>	<u>(37,840.23)</u>	<u>34,606,323.54</u>
INTERNAL SERVICE FUNDS						
69900 640 MEDICAL INSURANCE	1,658,623.59	5,703,609.80	(258,171.92)	6,142,775.53	36,098.63	925,187.31
69900 670 WORKERS COMP TRUST	1,206,454.59	660,336.14	-	599,577.36	-	1,267,213.37
69900 690 INTERNAL SUPPLY	109,115.46	182,024.84	-	233,154.35	-	57,985.95
69900 740 INSURNACE - RISK	5,428,141.68	2,810,601.11	-	2,805,787.78	-	5,432,955.01
TOTAL INTERNAL SERVICE FUNDS	<u>8,402,335.32</u>	<u>9,356,571.89</u>	<u>(258,171.92)</u>	<u>9,781,295.02</u>	<u>36,098.63</u>	<u>7,683,341.64</u>
TRUST AND AGENCY FUNDS						
79900 700 MOTOR VEHICLE	1,802.83	4,032,990.51	-	4,035,047.78	(6,724.66)	6,470.22
79900 710 MUNI JUDGE BOND FUND	108,174.34	-	-	-	(2,150.99)	110,325.33
79900 720 RETIREE HEALTH INSURANCE TRU	9,000,000.00	829,323.58	258,171.92	1,704,155.10	3,191.90	8,380,148.50
79900 730 CRIME LAB FUND	74,148.80	34,679.00	-	32,731.25	-	76,096.55
79900 750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900 770 LIBRARY TRUST	6,290.69	351.18	-	-	-	6,641.87
79900 780 SENIOR CITIZEN TRUST	5,195.94	15.00	-	-	-	5,210.94
79900 790 PRAIRIE HAVEN MEM	6,025.45	275.84	-	-	-	6,301.29
79900 800 COMMUNITY PARK TRUST	1,611.76	73.78	-	-	-	1,685.54
79900 820 EVIDENCE TRUST FUND	206,602.63	(27,279.84)	-	-	-	179,322.79
79900 830 HOBBS BEAUTIFUL	15,440.93	702.28	-	1,197.21	-	14,946.00
79900 860 CITY AGENCY TRUST	1,506.37	1,411.33	-	1,117.09	-	1,800.61
TOTAL TRUST AND AGENCY FUNDS	<u>9,426,871.62</u>	<u>4,872,542.66</u>	<u>258,171.92</u>	<u>5,774,248.43</u>	<u>(5,683.75)</u>	<u>8,789,021.52</u>
GRAND TOTAL ALL FUNDS	<u>179,177,691.05</u>	<u>112,271,266.90</u>	<u>(0.00)</u>	<u>100,544,013.27</u>	<u>273,078.34</u>	<u>190,631,866.34</u>

Slate of New Mexico Local Government Budget Management System (LGBMS)
 Report Recap - Hobbs (City) - FY2024 Q3
 Printed from LGBMS on 2024-04-19 10:12:11

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	76,840,352.00	0.00	64,459,353.38	-7,709,160.11	45,370,042.96	-292,233.98	87,928,268.33	3,780,836.91	84,147,431.42
20100 Corrections	1,012,395.00	0.00	140,720.12	0.00	245,058.34	325.51	908,382.29	0.00	908,382.29
20600 Emergency Medical Services	2,596.00	0.00	42,362.00	0.00	39,285.77	0.00	5,672.23	0.00	5,672.23
20900 Fire Protection	1,221,314.00	0.00	1,137,226.41	0.00	172,372.52	123.77	2,186,291.66	0.00	2,186,291.66
21100 Law Enforcement Protection	24,384.00	0.00	204,500.00	0.00	114,213.95	0.00	114,670.05	0.00	114,670.05
21200 Laws of FY22 LERR (YEAR 1)	139,317.00	0.00	0.00	0.00	139,316.51	0.00	0.49	0.00	0.49
21210 Laws of FY22 LERR (YEAR 2)	0.00	0.00	1,425,000.00	0.00	1,112,347.93	0.00	312,652.07	0.00	312,652.07
21220 Laws of 2023-Recruitment-LER	0.00	0.00	750,000.00	0.00	342,235.87	0.00	407,764.13	0.00	407,764.13
21400 Lodgers' Tax	1,062,655.00	0.00	1,350,261.71	-236,868.89	646,946.58	0.00	1,529,121.24	0.00	1,529,121.24
21600 Municipal Street	5,668,693.00	0.00	852,518.43	0.00	845,499.22	0.00	5,675,712.21	0.00	5,675,712.21
21700 Recreation	1,000.00	0.00	1,242,197.78	2,164,394.86	3,411,986.29	5,393.65	1,000.00	0.00	1,000.00
21800 Intergovernmental Grants	18,241,697.00	0.00	0.00	0.00	93,633.96	0.00	18,148,063.04	0.00	18,148,063.04
21900 Senior Citizens	1,000.00	0.00	207,937.46	549,414.81	757,352.27	0.00	1,000.00	0.00	1,000.00
26000 American Rescue Plan Act	9,671,031.00	0.00	0.00	0.00	9,671,031.00	0.00	0.00	0.00	0.00
27000 LG Abatement Opioid Fund	119,301.00	0.00	25,848.77	0.00	0.00	0.00	145,149.77	0.00	145,149.77
28000 Cannabis Regulation Act	643,026.00	0.00	739,491.95	0.00	22,184.76	0.00	1,360,333.19	0.00	1,360,333.19
29900 Other Special Revenue	842,450.00	0.00	353,763.61	3,722,879.69	725,380.02	1,551.21	4,195,264.49	0.00	4,195,264.49
30200 CDBG (HUD) Project	82,328.00	0.00	0.00	0.00	0.00	0.00	82,328.00	0.00	82,328.00
30300 State Legislative Appropriation Project	1,000.00	0.00	1,149,700.50	0.00	809,486.82	0.00	341,213.68	0.00	341,213.68
39900 Other Capital Projects	11,648,961.00	0.00	2,131,396.44	0.00	68,696.81	0.00	13,711,660.63	0.00	13,711,660.63
40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	1,921,489.12	2,271,164.08	0.00	1,640,168.04	0.00	1,640,168.04
50100 Water Enterprise	10,854,156.00	0.00	7,730,662.01	0.00	5,525,610.06	2,241.97	13,061,449.92	0.00	13,061,449.92
50200 Solid Waste Enterprise	2,872,857.00	0.00	6,444,012.36	0.00	6,278,270.97	0.00	3,038,598.39	0.00	3,038,598.39
50300 Wastewater/Sewer Enterprise	17,715,416.00	0.00	6,572,659.33	-1,921,489.12	3,896,907.18	35,598.26	18,505,277.29	0.00	18,505,277.29

Quarterly Reporting Recap - FY2024 Q3 - Hobbs (City) - Analyst - Printed from LGBMS on 2024-04-19 10:12:11

50400 Airport Enterprise	690,721.00	0.00	168,207.24	0.00	1,457.31	0.00	857,470.93	0.00	857,470.93
50600 Cemetery Enterprise	1,000.00	0.00	161,704.42	383,850.28	545,583.28	28.58	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	752,608.43	1,125,489.36	1,882,405.36	4,307.57	1,000.00	0.00	1,000.00
69900 Other Internal Service	8,402,336.00	0.00	9,356,571.89	-258,171.92	9,781,295.02	-36,098.63	7,683,342.32	0.00	7,683,342.32
79900 Other Trust & Agency	9,426,872.00	0.00	4,872,542.66	258,171.92	5,774,248.43	5,683.75	8,789,021.90	0.00	8,789,021.90
Totals	179,177,701.00	0.00	112,271,266.90	0.00	100,544,013.27	-273,078.34	190,631,876.29	3,780,836.91	186,851,039.38



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2024

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAT FOR THE WALLACE ACRES SUBDIVISION AS RECOMMENDED BY THE PLANNING BOARD.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: April 26th, 2024
SUBMITTED BY: Todd Randall – Engineering Dept.

Summary:

The Final Plat for The Wallace Acres Subdivision is submitted by Kevin and Jodie Wallace. The subdivision is located northwest of the intersection of Buena Suerte and Denver City Highway, which a portion of the subdivision is within the City's ETJ. The subdivision encompasses +/- 23.7 acres and will contain (4) four lots. An EOR certification of all infrastructures emplaced has been submitted to Lea County. The Planning Board consider this item at the March 21, 2023 regular meeting and voted 4-0 to recommend approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Subdivision located outside City Limits

Attachments: Resolution, Final Plan, Planning Board Minutes.

Legal Review:

Approved As To Form: /s/ Valerie Chacon
City Attorney

Recommendation:

Consideration and approval of the Resolution approving The Wallace Acres Subdivision as recommended by the Planning Board.

Approved For Submittal By:

TODD RANDALL
Digitally signed by TODD RANDALL
DN: C=US, E=t.randall@hobbsnm.org, O=CITY OF HOBBS, OU=Engineering, Dist. CN=TODD RANDALL
Location: City Hall

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. 7466

**RESOLUTION TO APPROVE THE FINAL PLAT FOR WALLACE ACRES
SUBDIVISION LOCATED IN SECTION 10, TOWNSHIP 17 SOUTH,
RANGE 38 EAST OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO**

WHEREAS, the property owner has submitted a Final Plat for Wallace Acres Subdivision, and

WHEREAS, the subdivision Preliminary Plat was reviewed and approved by the Hobbs Planning Board at the March 21, 2023 regular meeting.

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

1. The City of Hobbs hereby grants Final Plat Approval for Wallace Acres Subdivision, and

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

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**PLANNING BOARD REGULAR MEETING
MINUTES
MARCH 21, 2023**

The Hobbs Planning Board met on March 21, 2023, at 10:00 a.m. at the City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. Guy Kesner, Vice Chairman, presiding.

Members Present:

Guy Kesner, Vice Chairman
Bill Ramirez
Ben Donahue
Brett Drennan

Members Absent

W.M. "Tres" Hicks, Chairman
Brett Clay
Larry Sanderson

Also present were members of the public and City staff as follows:

Todd Randall, City Engineer
April Hargrove, Engineering Assistant
Valerie Chacon, Deputy City Attorney
8 Citizens

Kevin Robinson, Development Director

Call to Order and Roll Call

Ms. April Hargrove, Engineering Assistant, did a roll call for members as follows:

Mr. Ramirez-yes, Mr. Sanderson-absent, Mr. Kesner-yes, Mr. Drennan-yes, Mr. Clay-absent, Mr. Donahue-yes, and Mr. Hicks-absent. There were four members present at the meeting.

Mr. Kesner called the meeting to order at 10:08 am.

1.) Review and Consider Approval of Agenda

The first item of business was to review and approve the agenda for March 21, 2023 meeting. Mr. Kesner asked if there were any additions or changes to the agenda. Mr. Robinson requested for item 10 to be moved between items 4 and 5 and items 9 and 10 to be moved before item 6. Mr. Ramirez made a motion, seconded by Mr. Donahue to approve the agenda as amended. The vote on the motion was 4-0 and the motion carried.

2.) Review and Consider Approval of Minutes

Mr. Kesner asked if everyone has had a chance to read the Special Meeting Minutes from February 8, 2023. Mr. Kesner stated Item 5 of the minutes needs to reflect the Planning Board's recommendation for extending Jefferson St. right-of-way from Glorietta to Navajo. Mr. Donahue made a motion, seconded by Mr. Ramirez to approve the Special Meeting Minutes as amended. The vote was recorded as follows: Ramirez yes, Kesner yes, Clay absent, Donahue yes, Sanderson absent, Drennan yes, Hicks absent. The vote on the motion was 4-0 and the motion carried.

Communications from Citizens

There were no communications from citizens.

Action Items

- 3) **Review and Consider proposed variance from MC 15.20 – Off-Street Parking for proposed development of property located at 210 N. Marland, as requested by Developer Dollar General.**

Mr. Robinson stated this is a proposal for an off-street parking variance for the property located at 210 N. Marland requested by the developer of Dollar General. He stated the municipality development rule requires 1 space per every 200 square ft. of net space. This proposed developer at this location will be providing 81% of the requirement. They are providing 30 spaces when their net square footage calculation comes up to be a requirement of 37 spaces. Mr. Robinson stated there was a statement made by a Planning Board member at a previous meeting regarding the spaces with the fixtures. Mr. Robinson explained the calculation as follows:

Net Sales Floor	7,203
Les Fixtures	2,349
Net Net Sales Floor	4,854
Divide by	200
Minimum Spaces Required	24

In response to Mr. Kesner's question regarding the receiving area, Mr. Robinson stated there is enough room to back up a vehicle without backing out onto Marland St.

In response to Mr. Kesner's question, Mr. Scott Cole, Dollar General representative, stated the stores typically have three to four employees working per shift. Mr. Kesner commented on the parking for the employees. Mr. Robinson stated their net square footage calculation includes employee parking spaces.

Mr. Robinson explained to the board that the structure may not always be retail and there could be a change of use. He stated it could change from a retail business to a restaurant and parking

could be an issue. Mr. Robinson stated the Planning Board has approved variances for some of the other Dollar General stores and there have not been any parking issues with their neighbors.

Mr. Donahue made a motion to approve the variance, seconded by Mr. Ramirez. The vote on the motion was 4-0 and the motion carried.

4) Review and Consider proposed subdivision located northwest of the intersection of Buena Suerte Drive and N.M. Highway 132.

Mr. Robinson stated this is a proposed subdivision located northwest of the intersection of Buena Suerte Drive and N.M. Highway 132. Mr. Robinson stated Buena Suerte Drive is a County maintained roadway, from Dal Paso to Grimes St. He stated the County does not have a dedicated right-of-way between Dal Paso and the Buena Suerte subdivision. Mr. Robinson stated the municipality will request for dedicated right-of-way for Buena Suerte to help the County solve some of the problems regarding the right-of-way. Additionally, the municipality will request a right-of-way dedication for the Denver City Hwy. Mr. Robinson stated Lea County Subdivision Regulations Section 16.2 requires a 1320 ft. block length maximum.

Mr. Robinson explained that the City subdivision rules and regulations require the public to be protected today and in the future by any subdivision occurring today. He stated in the future the public will need the right-of-way.

In response to Mr. Kesner's question, Mr. Matt Norman, the surveyor, stated the roadway is a caliche roadway. He stated the caliche roadway goes to the center corridor of the half-section line and then becomes a paved roadway.

Mr. Robinson explained the property owner is requesting a variance to change the block length from 1320 ft. to 1480.92 ft. He stated the 1480.92 ft. block length will be outside their subdivision's boundaries.

Mr. Kesner expressed his concern regarding the paved roadway and stated the developer should have to pay to have the roadway paved. Mr. Kesner stated he does not want the unmaintained roadways to be burdensome to the taxpayers. Mr. Robinson explained the County maintains the roadway.

Mr. Robinson stated City staff recommends surface and subsurface easements for the roadway. Mr. Robinson stated the City's variance procedure cannot require the public to have additional costs in the future without a development agreement. Mr. Kesner made a recommendation to approve the 1320 ft. block length. Mr. Robinson recommended approving the roadway to be compliant with Municipal Code 16.

Mr. Ramirez made a motion to approve the subdivision with a 1320 ft. block length, seconded by Mr. Drennan. The vote on the motion was 4-0 and the motion carried.

5) Review and Consider proposed variance from MC 18.04.060-B(4a) – RVPark Design



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2024

SUBJECT: CONSIDERATION TO APPROVE AMENDMENT No. 2 TO AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: April 26th, 2024
SUBMITTED BY: Todd Randall – Engineering Dept.

Summary: The City of Hobbs per Resolution #7170 entered into a Development Agreement with ALJO, LLC concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo. The Development Agreement allows for the partial reimbursement of costs to the Developer, upon certification by the Engineer of Record. The City Commission approved amendment no. 1 to extend the Development Agreement to May of 2024 (Reso 7383).

The Developer is requesting a second extension of time on the Agreement and the public investment to oversize the required infrastructure. Approval of this Amendment No. 2 would amend the DA in its entirety and replace it with the amended version which extends the termination date to May 1, 2025.

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

Budget Line: 44-4044-44901-00073 (JT UIL Extension)

Attachments: Resolution, Development Agreement No. 2 and original Resolution/DA.

Legal Review: *Approved As To Form:*
/s/ Valerie Chacon
City Attorney

Recommendation:
Commission considers approval / denial of the attached Amendment No. 2.

Approved For Submittal By:
TODD RANDALL
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 7467

A RESOLUTION TO APPROVE AMENDMENT No. 2 TO AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs approved **Resolution #7170** entering into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the City of Hobbs approved **Resolution #7383** to extend the Development Agreement to May of 2024 and added public payment of oversizing, being an increased diameter of the public water system; and

WHEREAS, amendment No. 2 to the Development agreement would extend the termination date to May 1st, 2025.

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

1. The City of Hobbs hereby approves Amendment No. 2 amending the existing DA in its entirety and replacing it with the amended version which extends the termination date to May 1, 2025.

2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AMENDMENT #2

PROJECTION OF RANCHLAND BETWEEN GLORIETTA AND NAVAJO

THIS AGREEMENT, made and entered into this ____ day of _____ 2024, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and ALJO, LLC, a New Mexico limited liability company, 1728 W. Bender Blvd (hereafter called "Developer").

RECITALS:

WHEREAS, Developer has proposed to construct the projection of Ranchland from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the projection of Ranchland, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision.

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

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Ranchland within the 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The City shall design the projection of Ranchland within an 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan containing a 12" waterline. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse 1/2 of the developmental costs of the projection of Navajo; based on the approved Engineer of Records certified invoices or **\$201,757.50 whichever is less**, providing such reimbursement occurs prior to May 1, 2024.

A. Ranchland Assessments: Developers property located adjacent to Ranchland herein projected is hereby assessed for that portion of public funds as may be expended upon development and **not to exceed \$194,407.50** (being +/- 1,470 lineal feet along the Center Line). Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$132.25 adjacent to Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

3. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. The Developer shall dedicate public right-of-way and develop, compliant with City provided design and Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.
- iii. Pay assessments to the City, at time of development, subdivision or conveyance, adjacent to Ranchland the center line linear foot pro rata amount of \$132.25.
- iv. Pay any assessment remaining unpaid ten (10) years after ratification of this agreement.

B. The City shall:

- i. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
- ii. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse a portion of the developmental costs of the projection of **Navajo**; based on the approved Engineer of Records certified invoices or **\$201,757.50 whichever is less**, providing such reimbursement occurs prior to May 1, 2024.
- iii. Assess Developers property located adjacent to Ranchland herein projected for that portion of public funds as may be expended upon development and **not to exceed \$194,407.50** (being +/- 1,470 linear feet along the Center Line).

4. **NOTICES:** All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

<u>CITY:</u> ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	<u>DEVELOPER:</u> ALJO, LLC 1728 W. Bender Blvd Hobbs, NM 88240
---	---

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

6. REPRESENTATIONS OF CITY:

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

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. REPRESENTATIONS OF DEVELOPER:

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

8. BREACH:

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

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

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

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

9. REMEDIES UPON BREACH:

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

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

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

11. **TERMINATION:** This Agreement concerning the emplacement of public infrastructure, being

the projection of Ranchland between Glorietta and Navajo, shall be terminated upon the completion of all installation and construction defined herein or May 1, 2025. Assessments on Developers property adjacent to the public infrastructure herein emplaced shall be due and payable by the Developer according to Section 3 of this Agreement.

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

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

CITY OF HOBBS

DEVELOPER – ALJO, LLC

Sam D. Cobb - Mayor

BY:

Title:

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Valerie Chacon, City Attorney

CITY OF HOBBS

RESOLUTION NO. 7383

A RESOLUTION TO APPROVE AMENDMENT No. 1 TO AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs approved Resolution #7170 entering into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the aforementioned Development Agreement terminates 550 days from ratification (September 1, 2023); and

WHEREAS, the aforementioned Development Agreement did not include public payment of oversizing, being an increased diameter of the public water system and an increase in street width, totaling \$7,351.00.

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

1. The City of Hobbs hereby approves Amendment No. 1 amending the existing DA in its entirety and replacing it with the amended version which extends the termination date to May 1, 2024 and requires the public to bear the cost of oversizing in an amount not to exceed \$7,351.00.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

AMENDMENT #1

PROJECTION OF RANCLAND BETWEEN GLORIETTA AND NAVAJO

THIS AGREEMENT, made and entered into this 7th day of August 2023, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and ALJO, LLC, a New Mexico limited liability company, 3311 N. Grimes Street, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, Developer has proposed to construct the projection of Ranchland from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the projection of Ranchland, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision.

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

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Ranchland within the 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The City shall design the projection of Ranchland within an 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan containing a 12" waterline. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse 1/2 of the developmental costs of the projection of Navajo; based on the approved Engineer of Records certified invoices or **\$201,757.50 whichever is less**, providing such reimbursement occurs prior to May 1, 2024.

A. Ranchland Assessments: Developers property located adjacent to Ranchland herein projected is hereby assessed for that portion of public funds as may be expended upon development and **not to exceed \$201,757.50** (being +/- 1,470 lineal feet along the Center Line). Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$132.25 adjacent to Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

3. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. The Developer shall dedicate public right-of-way and develop, compliant with City provided design and Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.
- iii. Pay assessments to the City, at time of development, subdivision or conveyance, adjacent to Ranchland the center line linear foot pro rata amount of \$132.25.
- iv. Pay any assessment remaining unpaid ten (10) years after ratification of this agreement.

B. The City shall:

- i. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
- ii. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse a portion of the developmental costs of the projection of **Navajo**; based on the approved Engineer of Records certified invoices or **\$201,757.50 whichever is less**, providing such reimbursement occurs prior to May 1, 2024.
- iii. Assess Developers property located adjacent to Ranchland herein projected for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 linear feet along the Center Line).

4. **NOTICES:** All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

<u>CITY:</u> ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	<u>DEVELOPER:</u> ALJO, LLC 3311 Grimes St. Hobbs, NM 88240
---	---

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

6. REPRESENTATIONS OF CITY:

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

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. REPRESENTATIONS OF DEVELOPER:

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

8. BREACH:

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

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

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

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

9. REMEDIES UPON BREACH:

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

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

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

- 11. **TERMINATION:** This Agreement concerning the emplacement of public infrastructure, being the projection of Ranchland between Glorietta and Navajo, shall be terminated upon the completion of all installation and construction defined herein or May 1, 2024. Assessments on Developers property adjacent to the public infrastructure herein emplaced shall be due and payable by the Developer according to Section 3 of this Agreement.

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

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

CITY OF HOBBS

DEVELOPER – ALJO, LLC

Sam D. Cobb - Mayor

BY:

Title:

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Efren Cortez, City Attorney

CITY OF HOBBS

RESOLUTION NO. 7170

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct all of the public infrastructures as stated above; and

WHEREAS, after receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure dedications/ easements as required, the City shall reimburse the Developer for a portion of the costs of the Public Infrastructure so installed, not to exceed \$198,082.50, providing the same occurs within 550 days of ratification of the Development Agreement; and

WHEREAS, Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$134.75 adjacent to the projection of Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

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

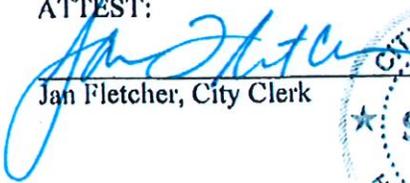
1. The City of Hobbs hereby approves the Infrastructure Extension Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any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

PASSED, ADOPTED AND APPROVED this 7th day of March, 2022.



Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk



**PROJECTION OF RANCHLAND
BETWEEN GLORIETTA AND NAVAJO**

THIS AGREEMENT, made and entered into this 7th day of March 2022, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and ALJO, LLC, a New Mexico limited liability company, 3311 N. Grimes Street, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, Developer has proposed to construct the projection of Ranchland from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the projection of Ranchland, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision.

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

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Ranchland within the 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The City shall design the projection of Ranchland within an 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan containing a 12" waterline. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse 1/2 of the developmental costs of the projection of Ranchland; based on the approved Engineer of Records certified invoices or **\$198,082.50 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement.
 - A. **Ranchland Assessments:** Developers property located adjacent to Ranchland herein projected is hereby assessed for that portion of public funds as may be expended upon development and not to exceed **\$198,082.50** (being +/- 1,470 linear feet along the Center Line). Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$134.75 adjacent to Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.
3. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. The Developer shall dedicate public right-of-way and develop, compliant with City provided design and Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.
- iii. Pay assessments to the City, at time of development, subdivision or conveyance, adjacent to Ranchland the center line linear foot pro rata amount of \$134.75.
- iv. Pay any assessment remaining unpaid ten (10) years after ratification of this agreement.

B. The City shall:

- i. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 linear feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
 - ii. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse a portion of the developmental costs of the projection of **Ranchland**; based on the approved Engineer of Records certified invoices or **\$198,082.50 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement
 - iii. Assess Developers property located adjacent to Ranchland herein projected for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 linear feet along the Center Line).
4. **NOTICES:** All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

CITY: ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	DEVELOPER: ALJO, LLC 3311 Grimes St. Hobbs, NM 88240
--	--

5. This Agreement may be executed in one or more identical counterparts, and all counterparts so

executed shall constitute one agreement which shall be binding on all of the parties.

6. REPRESENTATIONS OF CITY:

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

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. REPRESENTATIONS OF DEVELOPER:

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

8. BREACH:

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

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

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

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

9. REMEDIES UPON BREACH:

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

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

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

11. TERMINATION: This Agreement concerning the emplacement of public infrastructure, being the projection of Ranchland between Glorietta and Navajo, shall be terminated upon the

DA Projection of Ranchland between Glorlotta and Navajo, Page 4.

completion of all installation and construction defined herein or 550 days from ratification. Assessments on Developers property adjacent to the public infrastructure herein emplaced shall be due and payable by the Developer according to Section 3 of this Agreement.

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

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

CITY OF HOBBS

DEVELOPER – ALJO, LLC



Sam D. Cobb - Mayor



BY:



Title:

ATTEST:



Jan Fletcher, City Clerk



APPROVED AS TO FORM:



Efrén Cortez, City Attorney

DA Projection of Ranchland between Glorietta and Navajo, Page 5.

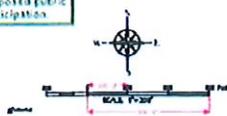
Attachments:

- Attachment 1: Cost Breakdown
- Attachment 2: Location Maps - Roadway Layout

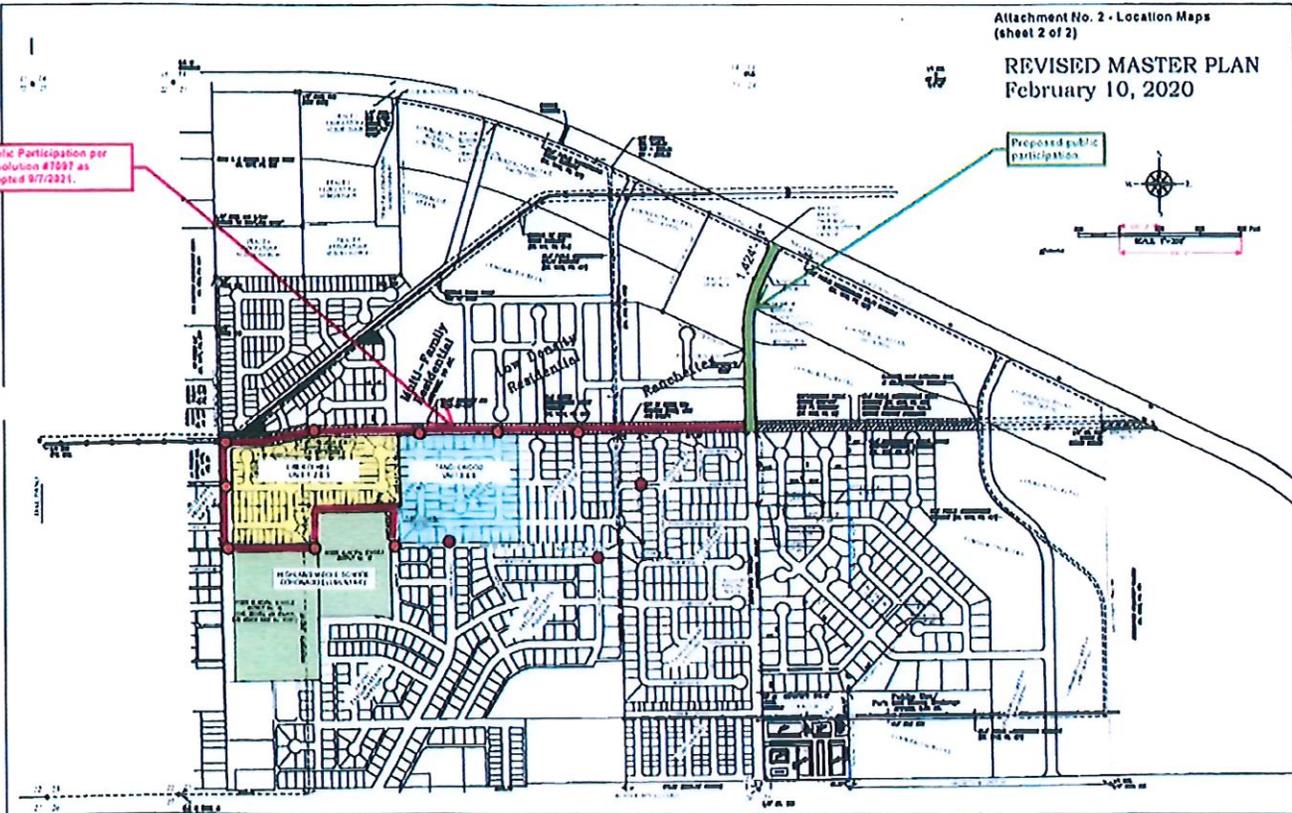
Description	City's Participation (\$ / lin. ft)	Estimated Length	City's Participation Estimated Total Cost (Not to Exceed)
RANGLAND - Full Collector Section - 50% participation in Roadway - 50% participation in 12" Water	\$ 134.75	1,470	\$ 198,082.50
TOTAL CITY PARTICIPATION (Not to Exceed)			\$198,082.50

REVISED MASTER PLAN
February 10, 2020

Proposed public participation



Public Participation per Resolution #7637 as adopted 9/7/2021.





CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2024

SUBJECT: Resolution Approving the Alley / Partial Street Vacation and Dedication, Block 190, Carswell Addition

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: April 28th, 2024
SUBMITTED BY: Todd Randall, ACM

Summary:

The Property Owner is requesting the vacation/replat of Block 190 of the Carswell Addition located southwest of the intersection of Sanger and Turner with alleyway vacation and street vacation of 11,101.05 sq. ft of public property. In addition, a dedication of 200 sq. ft for roadway purposes or net vacation of 10,901.05 sq. ft. This vacation, if approved, will allow the transfers of fee simple ownership of the vacated property to the adjacent t property owner. Staff has placed a value on the vacated property of \$21,802.10 to be paid by the property owner prior to recordation. The Planning Board reviewed the request on April 16th, 2024 and voted 4-0 to recommend approval

Fiscal Impact:

Reviewed By:

Digitally signed by Toby Spears, CFE, CFA
DN: cn=Toby Spears, CFE, CFA, o=City of Hobbs,
ou=Finance Director, email=tspears@hobbsnm.org, c=US
Date: 2024.04.29 08:53:25 -0600

Finance Department

The municipality will be compensated \$21,802.10 prior to recordation and conveyance of the Vacated Property.

Attachments:

Resolution, Vacation / Dedication Plat and Planning Board Minutes.

Legal Review:

Approved As To Form:

Valerie S. Chacon

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o, ou,
email=vchacon@hobbsnm.org, c=US
Date: 2024.04.29 10:47:03 -0600

City Attorney

Recommendation:

Consideration of Approval of the Resolution to approve the Vacation\Replat, as recommended by the Planning Board.

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
Location: City Hall
Reason: I am approving this document
Contact: 505.325.1600
Date: 2024.04.28 15:35:16 -0600

TODD RANDALL

Department Director

City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7468

A RESOLUTION APPROVING THE VACATION, DEDICATION AND REPLAT LOCATED SOUTHWEST OF THE INTERSECTION OF SANGER & TURNER BEING BLOCK 190 OF THE CARSWELL ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

WHEREAS, the adjacent property owner is requesting the vacation of the alley, partial vacation of Corbett St. and replat of Block 190 of the Carswell Addition located southwest of the intersection of Sanger and Turner; and

WHEREAS, the Vacation\Replat was then reviewed and recommended for approval by the City of Hobbs Planning Board at the April 16th, 2024 meeting; and

WHEREAS, the City Commission has determined that the vacation\replat will not adversely affect the interests or rights of persons in contiguous territory or within the subdivision and the title of those lands in the vacated area may be transferred in fee simple to the owner of the adjacent lots thereto upon remuneration.

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

1. The City of Hobbs hereby approves the Vacation\Replat as attached hereto and made a part of this Resolution.
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

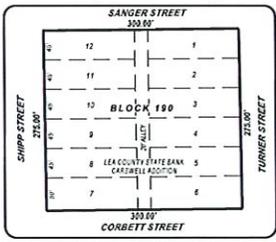
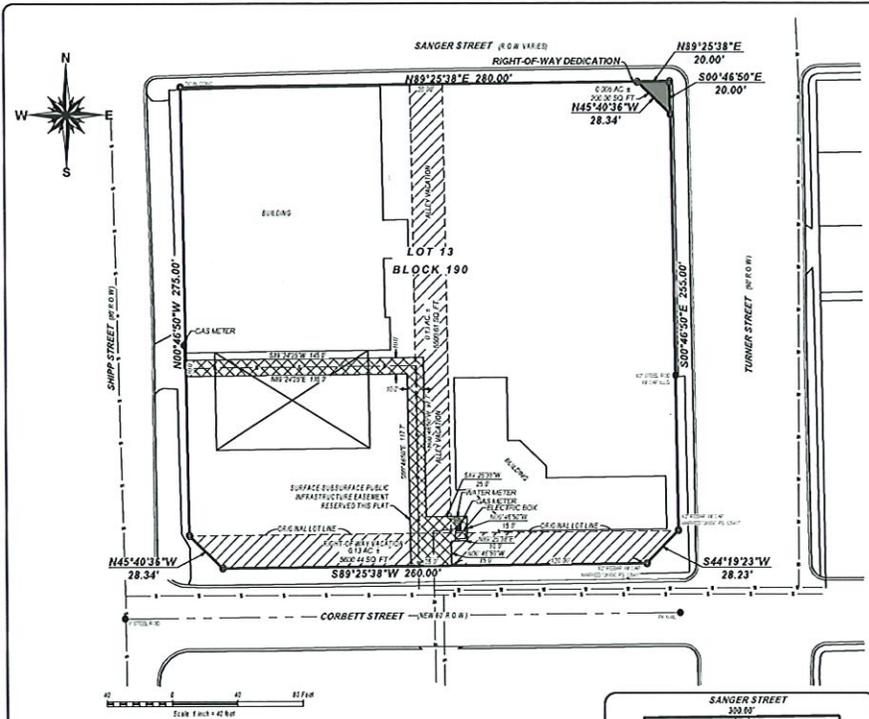
PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PRELIMINARY - APRIL 15, 2024
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.



SUMMARY REPLAT, ALLEY/PARTIAL STREET VACATION, AND DEDICATION, BLOCK 190, CARSWELL ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO

REPLAT OF LOTS 1-13, DEDICATION OF STREET FRONT OF HWY 1, VACATION OF ALLEY WITHIN BLOCK 190 AND VACATION OF ADJACENT PORTION OF CORBETT STREET FRONT OF HWY 1 ALL WITHIN CARSWELL ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO INTO LOT 13, BLOCK 190, CARSWELL ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

SAID PROPERTY IS BEING REPLATED AND DEDICATED AS THE SAME APPEARS HEREON WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) THEREOF, WITH THE RIGHT OF HWY AS SHOWN BEING DEDICATED TO THE PUBLIC.

DUKE WALL, PRESENT
LEA COUNTY STATE BANK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D. BY DUKE WALL.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THIS REPLAT VACATION AND DEDICATION PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2024 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN WILLIAM HICKS III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D. BY WILLIAM HICKS III.

NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL:

JAN FLETCHER, THE ONLY APPOINTED AND AUTHORIZED CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING STREET FRONT OF HWY 1, VACATION, ALLEY VACATION, AND STREET FRONT OF HWY 1 DEDICATION OF A PORTION OF CORBETT STREET AND WITHIN BLOCK 190, CARSWELL ADDITION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. _____ ON THE _____ DAY OF _____, 2024 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 A.D. BY JAN FLETCHER.

NOTARY PUBLIC

- LEGEND:**
- - DENOTES SETNAIL WITH WASHER MARKED "N.W. 12541 P.N. 4752". SNAILES NOTED OTHERWISE
 - - DENOTES FOUND MONUMENT AS NOTED
 - — — - DENOTES UNDERGROUND GAS LINE

SURVEYOR'S CERTIFICATE:
I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR NO. 12541, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM RESPONSIBLE FOR THIS SURVEY. THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUING AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE _____



NOTE:
1) BEARINGS SHOWN HEREON ARE MEASURED GRID AND COMPARED TO THE NEW MEXICO COORDINATE SYSTEM (NEW MEXICO EAST ZONE) NORTH AMERICAN DATUM 1983. THE CONVERGENCE ANGLE TO TRUE NORTH IS 70.30" BY BASED ON A POINT OF ORIGIN LOCATED AT ANCHORAGE, EDWARDS, LEA COUNTY, NEW MEXICO. ESTABLISHED FROM GPS OBSERVATIONS AND FUTURE QUANTITIES OF PROCESSING DISTANCES ARE SURFACE VALUES.
2) DATE OF SURVEY: MARCH 19, 2024
3) UTILITY LOCATIONS SHOWN HEREON ARE FROM OBSERVED EVIDENCE OR GAS & WATER MAINS AND INFORMATION PROVIDED BY THE CITY OF HOBBS ENGINEERING DEPARTMENT. ACTUAL LOCATIONS SHOULD BE VERIFIED.

PROVIDING SURVEYING SERVICES SINCE 1948
JOHN WEST SURVEYING COMPANY
41211 CHL. PARK DR. HOBBS, NM 88240
(873) 393-3117 www.jwsc.biz
TEPLS# 10021200



Scale: One Inch = Forty Feet
CAD Draft & Date: ACK - 4/15/2024
Checked By: EP
JWSC W.D. No: 24110076
JWSC File No: D - 1503

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

2/2019

S89°25'38"E 280.00'

0.005 AC ±
200.00 SQ. FT.
N43°20'36"W
28.34'

LOT 13
BLOCK 190

N00°46'50"W 275.00'

BUILDING

ALLEY VACATION

0.017 AC ±
550.01 SQ. FT.

S89°24'25"W 145.0'

N89°24'25"E 135.0'

S00°46'50"E 255.00'

GAS METER

SURFACE-SUBSURFACE PUBLIC
INFRASTRUCTURE EASEMENT
RESERVED THIS PLAT

ALLEY VACATION

0.002 AC ±
67.71 SQ. FT.

S00°26'50"E 117.71'

S89°25'38"W

25.0'

WATER METER

GAS METER

ELECTRIC BOX

N00°46'50"W

15.0'

ORIGINAL LOT LINE

120.07'

1/2" REBAR W/ CAP
MARKED VASIS P8 1041

0°36'W
34'

RIGHT-OF-WAY VACATION
0.13 AC ±
5600.44 SQ. FT.

S89°25'38"W 260.00'

1985





CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2024

SUBJECT: Resolution Approving the Dedication of Property located in Section 8, Township 18, Range 38 East, N.M.P.M., Lea County, New Mexico

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: April 28th, 2024
SUBMITTED BY: Todd Randall, ACM

Summary:

The Dedication Plat for the extension of Adell Drive and granting of public infrastructure easements for existing and future extensions. Adell is a Collector roadway and intended to extend to Scenic Dr. The City has received the certification by the property owner's engineer of record. The Planning Board reviewed the request on April 16th, 2024 and voted 4-0 to recommend approval

Fiscal Impact:

Reviewed By:

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs,
ou=Finance Director, email=tspears@hobbsnm.org, c=US
Date: 2024.04.29 08:55:27 -0600

Finance Department

The City will be responsible for the maintenance of the newly installed infrastructure, which includes roadway, sewer and water lines.

Attachments:

Resolution, Dedication Plat, Easement Plat and Planning Board Minutes.

Legal Review:

Approved As To Form:

Valerie S.
Chacon

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs,
ou=City Attorney, email=vchacon@hobbsnm.org, c=US
Date: 2024.04.29 15:41:48 -0600

City Attorney

Recommendation:

Consideration of Approval of the Resolution to approve dedication of Adell and public infrastructure easements, as recommended by the Planning Board.

Approved For Submittal By:

TODD RANDALL

Department Director

City Manager

DN: cn=TODD RANDALL
DN: C=US, E=trandall@hobbsnm.org,
O=CITY OF HOBBS, OU=Engineering
Digit: CN=TODD RANDALL
Reason: I am approving this document.
Contact Info: 575.391.5237
Date: 2024.05.07

**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. 7469

A RESOLUTION APPROVING THE DEDICATION OF PROPERTY AND GRANTING OF UTILITY EASEMENTS LOCATED IN SECTION 8, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

WHEREAS, the City of Hobbs has recently received a dedication plat and public utility easement from property owners, dedicating a property to the City of Hobbs; and

WHEREAS, that portion of the dedicated property being the extension of Adell Dr.; and

WHEREAS, public infrastructure easement will be granted for existing infrastructure and the future extension of public infrastructure.

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

1. The City of Hobbs hereby approves the dedication of properties, as shown on the plats attached hereto as Exhibit "A" and made a part of this resolution.
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

9.) Review and Consider Preliminary Plan for Dedication Plat for Adell Drive located off Millen Drive East of Lovington Highway.

Mr. Randall stated this is the preliminary plan for the dedication plat for Adell Drive, which is related to Covenant Hospital. Mr. Randall explained Adell Drive, going south, was improved going all the way to Covenant Hospital entrance. Mr. Randall stated the City requested the dedication of the triangle area because the City has been in discussion with Del Norte since the hospital was built to swap property in this location. He further stated there was only a portion of Adell Drive built that was needed for the intersection. Additionally, the City required a surface subsurface easement to the extension of the property and a small piece based on the overall design. Mr. Randall stated there is an engineer certification for the roadway and all the utility improvements. Mr. Randall stated the approval process seems to be progressing, with considerations for extending Adele Drive and connecting it back to Scenic Drive, as well as plans for a signalized intersection to serve the hospital and adjacent properties.

Mr. Randall stated there are several easements as far as an easement for utilities on Millen and an easement for the sewer line that serves not only the hospital, but is intended to be extended either to the north along Adelle, or further to the east.

Mr. Kesner disclosed that he is associated with Del Norte. He stated Del Norte is owned by his employer

Mr. Donahue made a motion to approve the Preliminary Plan for Dedication Plat for Adell Drive., seconded by Mr. Drennan. The vote on the motion was 4-0 and the motion carried.

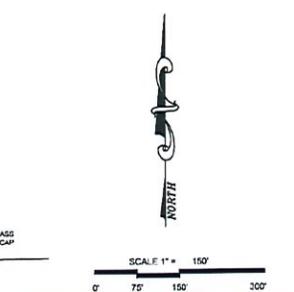
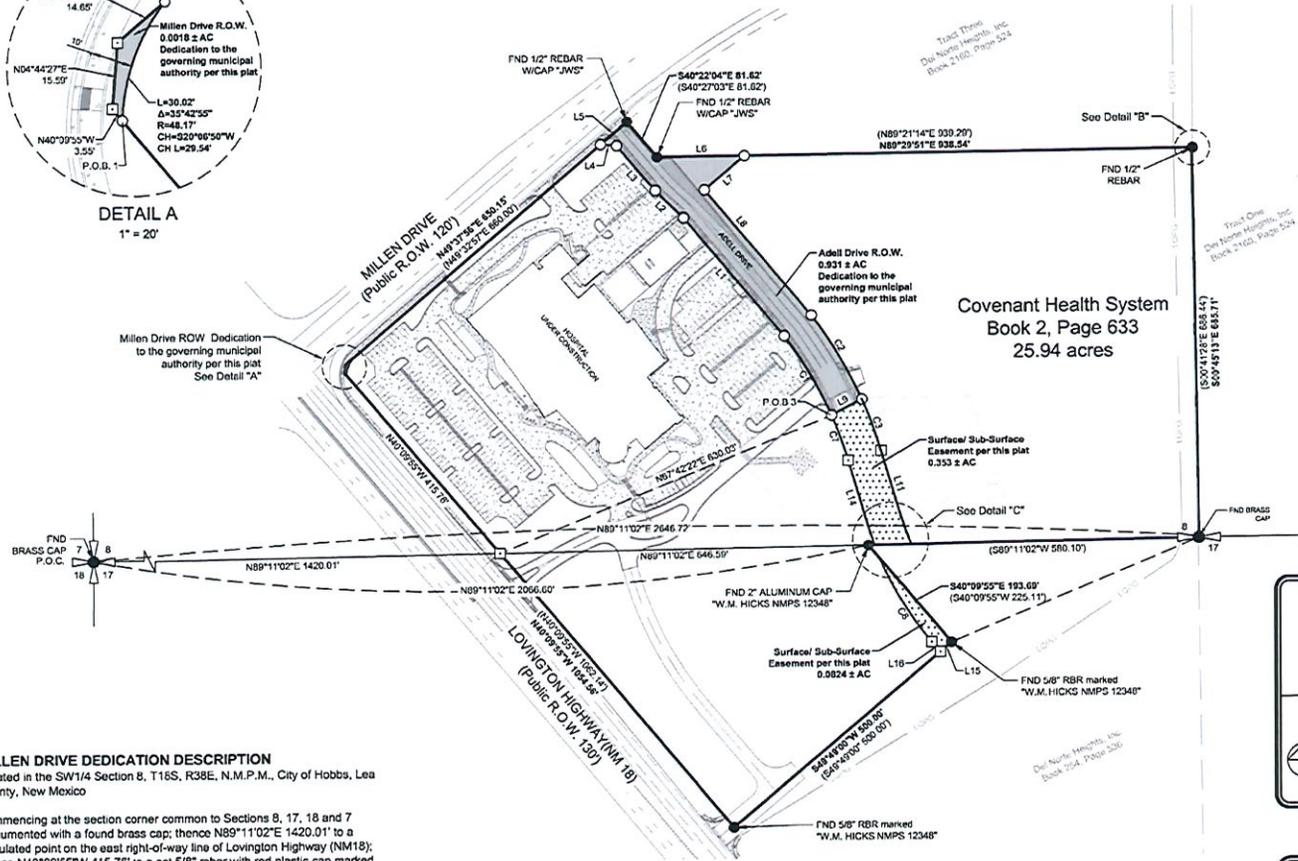
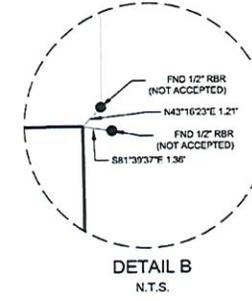
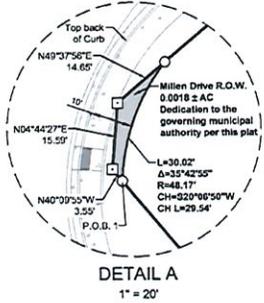
Adjournment

With nothing further to discuss Mr. Donahue made a motion, seconded by Mr. Ramirez to adjourn. The meeting adjourned at 10:30 a.m. The vote on the motion was 4-0 and the motion carried.

Guy Kesner, Vice Chairman

MILLEN & ADELL DRIVE DEDICATIONS

LOCATED IN THE SW1/4 OF SECTION 8, AND NW1/4 OF SECTION 17, T18S, R38E, N.M.P.M., CITY OF HOBBS,
LEA COUNTY, NEW MEXICO



MILLEN DRIVE DEDICATION DESCRIPTION
Located in the SW1/4 Section 8, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

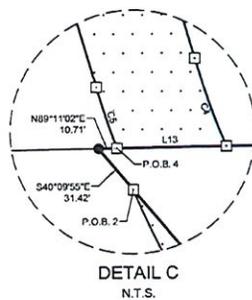
Commencing at the section corner common to Sections 8, 17, 18 and 7 monumented with a found brass cap; thence N89°11'02"E 1420.01' to a calculated point on the east right-of-way line of Lovington Highway (NM18); thence N40°09'55"W 415.75' to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" being the Point of Beginning (P.O.B. 1); thence N04°44'27"E 15.59' to a calculated point; thence N49°37'56"E 14.65' to a point on a curve, a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence southerly 30.02' along a curve to the left with a delta of 35°42'55", a radius of 48.17' and whose long chord bears S20°06'50"W 29.54' to the Point of Beginning.

Said tract containing 0.0018± acres.

With the free consent and in accordance with the desires of the undersigned owners and proprietors thereof said tract shall be dedicated to the public as described.

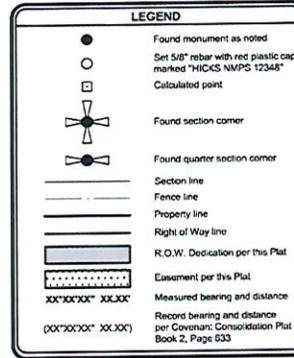
BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System, East Zone, as derived by GPS/GNSS observations. Ground coordinates were obtained from the State Plane Coordinate System by scaling about a control point located at N32°45'20.88652", W103°10'29.32727" by a ground scale factor of 1.00011780158173. True north can be obtained by applying a convergence angle of 0°37'28" at the Section Corner Brass Cap.



Curve #	Length	Delta	Radius	Chord Bearing	Chord Distance
C1	163.13'	13°39'18"	684.50'	N30°19'49"W	162.75'
C2	172.93'	13°18'30"	744.50'	S30°30'13"E	172.54'
C3	97.19'	7°28'47"	744.50'	N20°06'34"W	97.12'
C4	55.37'	6°11'40"	512.20'	N16°26'54"W	55.20'
C5	38.12'	3°49'02"	572.20'	S18°15'36"E	38.12'
C7	85.22'	7°07'59"	684.50'	S19°56'10"E	85.16'
C8	173.34'	17°21'25"	572.20'	N31°28'57"W	172.88'

Line #	Bearing	Length
L1	N40°11'34"W	272.57'
L2	N45°46'43"W	69.34'
L3	N40°22'13"W	103.99'
L4	N85°22'09"W	28.28'
L5	N49°37'56"E	61.00'
L6	N80°29'51"E	153.48'
L7	S49°37'56"W	92.22'
L8	S40°10'32"E	286.95'
L9	S62°12'19"W	60.16'
L11	N16°21'05"W	118.19'
L13	N89°11'48"E	64.07'
L14	S16°21'05"E	118.17'
L15	S49°49'02"W	26.18'
L16	N40°01'39"W	23.01'



PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965
100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: W.M. Hicks III, PE/PS
DRAWN BY: C. Roybal, K. Bolivar

WILLIAM M. HICKS III
NEW MEXICO
12918
PROFESSIONAL SURVEYOR
PRELIMINARY

INDEXING INFORMATION FOR COUNTY CLERK
OWNER: Covenant Health System
LOCATION: SW1/4 of Section 8, NW1/4 of Section 17, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____, I hereby certify that this instrument was filed for record on: _____ Day of _____, 20____ A.D. At _____ O'Clock _____ M. Cabinet _____ Slide _____ Book _____ Page _____ By _____ County Clerk By _____ Deputy

RIGHT-OF-WAY OF MILLEN & ADELL DRIVE DEDICATION FOR Covenant Health System

PROJECT NUMBER: 2020.1075

SHEET: 1 of 2
SU - 101

ADELL DRIVE DEDICATION DESCRIPTION

Commencing at the section corner common to Sections 8, 17, 18 and 7
calculated point on the east right-of-way line of Lovington Highway (NM18);
plastic cap marked "HICKS NMPS 12348" being the Point of Beginning (P.O.B.
3); thence northwesterly 163.13' along a curve to the left with a delta of _____
to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence _____
28.28' to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348";
curve being a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348";
60.16' to the point of beginning.
Said tract containing 0.931 -----

With the free consent and in accordance with the desires of the undersigned
owners and proprietors thereof said tract shall be dedicated to the public as
described.

SURFACE/ SUB-SURFACE EASEMENT DESCRIPTION

Located in the SW1/4 of Section 8 and NW1/4 of Section 17, T18S, R38E,
N.M.P.M., City of Hobbs, Lea County, New Mexico

Commencing at the section corner common to Sections 8, 17, 18 and 7
calculated point on the east right-of-way line of Lovington Highway (NM18);
thence _____
of Beginning (P.O.B. 2).

Together with:

Commencing at the section corner common to Sections 8, 17, 18 and 7
calculated point on the east right-of-way line of Lovington Highway (NM18);

set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence _____
(P.O.B. 4).

With the free consent and in accordance with the desires of the undersigned
owners and proprietors thereof said tract shall be dedicated to the public as
described.

CERTIFICATE OF SURVEY

I, William M. Hicks, III New Mexico Professional Surveyor, hereby certify that this
Dedication Plat was prepared from an actual ground survey performed by me or
under my supervision, that this survey is true and correct to the best of my
knowledge and belief. That this Dedication Plat and the field survey upon which it
is based meet the Minimum Standards for Surveying in New Mexico.

William M. Hicks, III NMPS #12348 _____ Date _____

OWNERS STATEMENT AND AFFIDAVIT

State: _____
County: _____

The undersigned first duly sworn on oath, state: On behalf of the owners and
proprietors we have of our own free will and consent caused this plat with its
tracts to be platted. The property described on this plat lies within the platting
jurisdiction of City of Hobbs.

COVENANT HEALTH SYSTEM,
a Texas nonprofit corporation

By: _____
John A. Grierson, Chief Financial Officer

ACKNOWLEDGMENT

State: _____
County: _____

On this _____ day of _____, 20____, before me, John
A. Grierson to me known to be the person(s) described in and who executed the
foregoing instrument and acknowledged that they executed the same as their
free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

CERTIFICATE OF MUNICIPAL APPROVAL

I, Kevin Robinson, Development Director for the City of Hobbs, Lea County, New
Mexico, do hereby certify that the foregoing plat in the City of Hobbs, Lea
County, New Mexico, was reviewed and deemed compliant with the Municipal
Summary Process Regulations on this _____ day of _____,
20_____.

Kevin Robinson, Development Director

Jan Fletcher, City Clerk

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this _____ day of _____, 20____, before me, Kevin
Robinson and Jan Fletcher to me known to be the persons described in and who
executed the foregoing instrument and acknowledged that they executed the
same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1985
100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: W.M. Hicks III, PE/PS
DRAWN BY: K. Bolivar



INDEXING INFORMATION FOR COUNTY CLERK
OWNER:
Covenant Health System

LOCATION:
SW1/4 of Section 8, NW1/4 of Section 17,
Township 18 South, Range 38 East,
N.M.P.M., Lea County, New Mexico

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
I here by certify that this instrument was filed for
record on:
The _____ Day of _____,
20____ A.D.
At _____ O'Clock _____ M.
Cabinet _____ Slide _____
Book _____ Page _____
By _____
County Clerk
By _____
Deputy

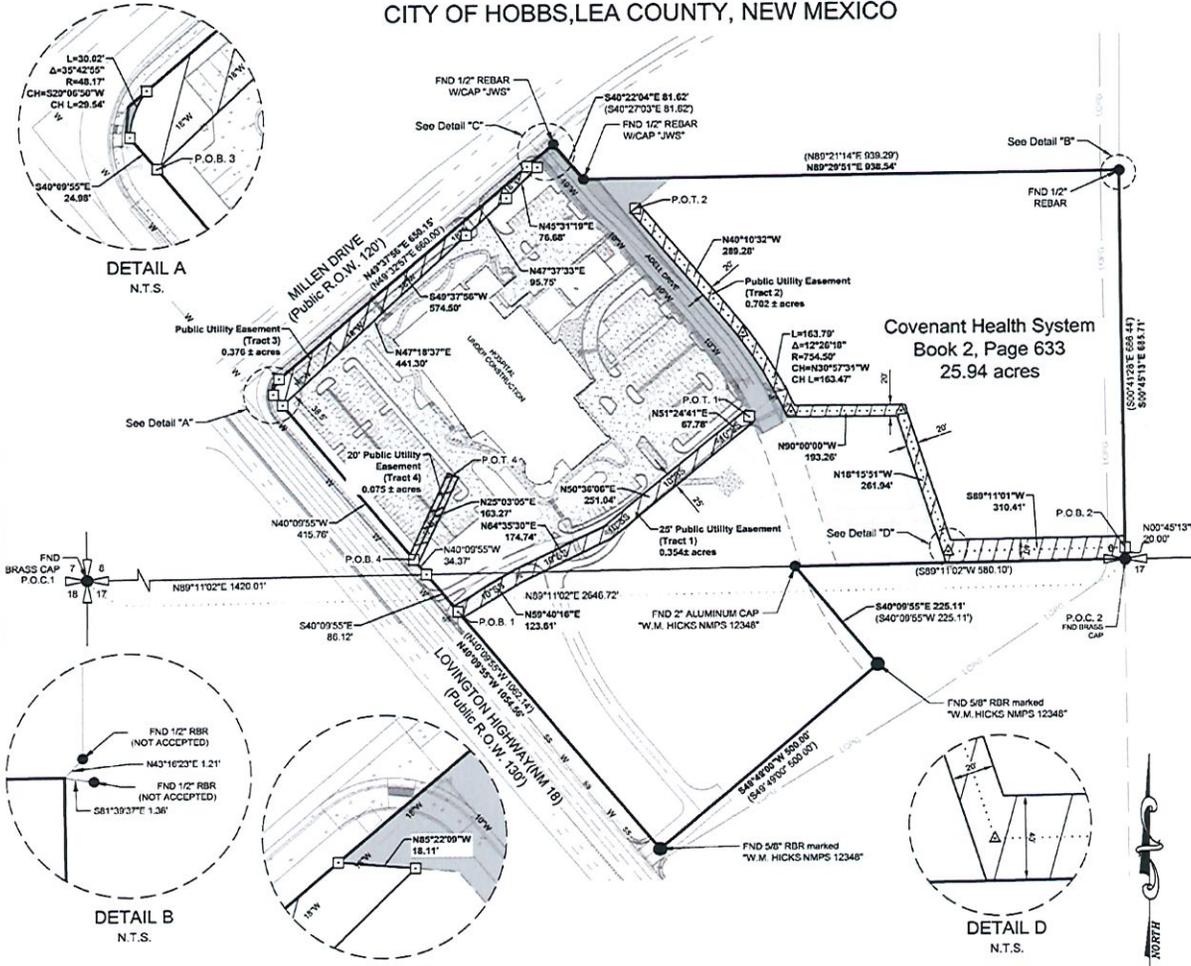
RIGHT-OF-WAY OF MILLEN & ADELL DRIVE DEDICATION FOR Covenant Health System

PROJECT NUMBER:
2020.1075

SHEET: 2 of 2
SU - 102

UTILITY EASEMENT SURVEY

LOCATED IN THE SW1/4 OF SECTION 8, AND NW1/4 OF SECTION 17, T18S, R38E, N.M.P.M.
CITY OF HOBBS, LEA COUNTY, NEW MEXICO



PUBLIC UTILITY EASEMENT (TRACT 2) DESCRIPTION

One (1) easement crossing portions of the Covenant Health System property in Book 2, Page 633, variable in width and extending at right angles on each side of the centerline herein described, with the easement lines lengthening and shortening to eliminate gaps and overlaps at angle points and points where the centerline intersects section lines, property boundaries, right-of-way's and other easements, being more particularly described as follows:

Commencing at the quarter corner common to Sections 8 and 17 monumented with a found brass cap; thence N00°45'13"E 20.00' to a calculated point being the Point of Beginning (P.O.B. 2); thence S89°11'01"W 310.41' feet along the centerline, being 40 feet wide, 20 feet on each side, to an angle point from which this easement changes in width to 20 feet wide, being 10 feet on each side of the continued centerline; thence N18°15'51"W 261.94' feet along the centerline to an angle point; thence N90°00'00"W 193.26' feet along the centerline to a point on a curve; thence northwesterly 163.79 feet along a curve to the left with a delta of 12°26'18", a radius of 754.50 feet and whose long chord bears N30°57'31"W 163.47' to a point of tangency; thence N40°10'32"W 289.28' feet along the centerline to a calculated point being the Point of Termination (P.O.T. 2) on the right of way line of Adell Drive.

Easement contains 0.702 acres, more or less.

PUBLIC UTILITY EASEMENT (TRACT 3) DESCRIPTION

That part of one easement crossing portions of the Covenant Health System property in Book 2, Page 633.

Commencing at the section corner common to Sections 8, 17, 18 and 7 monumented with a found brass cap; thence N89°11'02"E 1420.01' to a calculated point on the east right-of-way line of Lovington Highway (NM18); thence N40°09'55"W 415.76 feet along the east right-of-way line of NM18 to a calculated point being the Point of Beginning (P.O.B. 3); thence N47°18'37"E 441.30' to a calculated point; thence N47°37'33"E 95.75' to a calculated point; then N45°31'19"E 76.68' to the west right of way line of Adell Drive; thence N85°22'09"W 18.11' along the west right of way line of Adell Drive to a calculated point on the south right of way line of Millen Drive; thence S49°37'56"W 574.50' along the south right of way line of Millen Drive to a calculated point; thence southerly 30.02' along a curve to the left with a delta of 35°42'55", a radius of 48.27', whose long chord bears S20°06'50"W 29.54' to a calculated point; thence S40°09'55"E 24.98' to the Point of Beginning (P.O.B. 3).

Easement contains 0.376 ± acres.

20' PUBLIC UTILITY EASEMENT (TRACT 4) DESCRIPTION

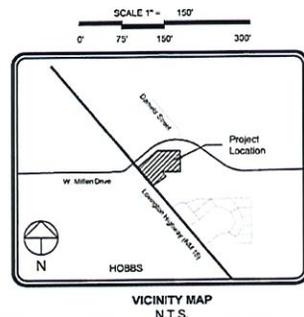
One (1) easement crossing portions of the Covenant Health System property in Book 2, Page 633, being 20 feet wide and extending at right angles 10 feet on each side of the centerline herein described, with the easement lines lengthening and shortening to eliminate gaps and overlaps at angle points and points where the centerline intersects section lines, property boundaries, right-of-way's and other easements, being more particularly described as follows:

Commencing at the section corner common to Sections 8, 17, 18 and 7 monumented with a found brass cap; thence N89°11'02"E 1420.01' to a calculated point on the east right-of-way line of Lovington Highway (NM18); thence N40°09'55"W 34.37' to a calculated point on the east right-of-way line of Lovington Highway (NM18) being the Point of Beginning (P.O.B. 4); thence N25°03'05"E 163.27' to the Point of Termination.

Easement contains 0.075 acres, more or less.

LEGEND

- Found monument as noted
- Calculated point
- ⊕ Found section corner
- ⊕ Found quarter section corner
- SS Sanitary Sewer Manhole
- W Water Valve
- FF Fire Hydrant
- 10"SS Existing Main Sewer Line
- 10"WS Existing Main Water Line
- 6"W 6" Water Line
- 10"W 10" Water Line
- Section line
- - - Fence line
- Property line
- R.O.W. Dedication
- ▨ Utility Easement per this Plat
- Measured bearing and distance
- XXX'XXX" XXX'XXX" Record bearing and distance per Covenant Consolidation Plat Book 2, Page 633



CERTIFICATE OF SURVEY

I, William M. Hicks, III New Mexico Professional Surveyor, hereby certify that this Easement Survey was prepared from an actual ground survey performed by me or under my supervision, that this survey is true and correct to the best of my knowledge and belief. That this Easement Survey and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico, and that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act.

William M. Hicks, III NMPS #12348 _____ Date _____

BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System, East Zone, as derived by GPS/GNSS observations. Ground coordinates were obtained from the State Plane Coordinate System by scaling about a control point located at N32°45'20.88652", W103°10'29.32727" by a ground scale factor of 1.00011780158173. True north can be obtained by applying a convergence angle of 0°37'28" at the Section Corner Brass Cap.

25' PUBLIC UTILITY EASEMENT (TRACT 1) DESCRIPTION

One (1) easement crossing portions of the Covenant Health System property in Book 2, Page 633, being 25 feet wide and extending at right angles 12.5 feet on each side of the centerline herein described, with the easement lines lengthening and shortening to eliminate gaps and overlaps at angle points and points where the centerline intersects section lines, property boundaries, right-of-way's and other easements, being more particularly described as follows:

Commencing at the section corner common to Sections 8, 17, 18 and 7 monumented with a found brass cap; thence N89°11'02"E 1420.01' to a calculated point on the east right-of-way line of Lovington Highway (NM18); thence S40°09'55"E 86.12 feet along the east right-of-way line of NM18 to a calculated point being the Point of Beginning (P.O.B. 1); thence N59°40'16"E 123.61 feet along the centerline to an angle point; thence N64°35'30"E 174.74 feet along the centerline to an angle point; thence N50°36'06"E 251.04 feet along the centerline to an angle point; thence N51°24'41"E 67.78 feet along the centerline to the Point of Termination (P.O.T. 1) on the west right of way line of Adell Drive.

Easement contains 0.354 acres, more or less.

PETTIGREW & ASSOCIATES PA

ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965

100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: W.M. Hicks III, PE/PS
DRAWN BY: E. Roybal, K. Bolivar



INDEXING INFORMATION FOR COUNTY CLERK

OWNER: Covenant Health System

LOCATION: SW1/4 of Section 8, NW1/4 of Section 17, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____, I here by certify that this instrument was filed for record on:

The _____ Day of _____, 20____ A.D.

At _____ O'Clock _____ M.

Cabinet _____ Slide _____

Book _____ Page _____

By _____ County Clerk

By _____ Deputy

EASEMENT SURVEY OF COVENANT UTILITY EASEMENTS FOR Covenant Health System

PROJECT NUMBER: 2020.1075

SHEET: 1 of 1
SU - 101



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A LEGAL SERVICES AGREEMENT WITH BARON & BUDD, P.C., COSSICH, SUMICH, PARSIOLA & TAYLOR, LLC, AND ROYBAL-MACK & CORDOVA, P.C.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: April 30, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary:

The City of Hobbs seeks to retain the legal services of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Roybal-Mack & Cordova, P.C. The City of Hobbs wishes to enter into a contingency fee agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Roybal-Mack & Cordova, P.C. to assist the City in litigation against the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds). Payment for services will be pursuant to a contingency fee agreement. There is no fee if there is no recovery and contractor shall not be paid nor receive reimbursement from public funds unless required by law.

Fiscal Impact:

Reviewed By: _____
Finance Department

Payment for services are pursuant to a contingency fee agreement. Under the contingency fee agreement, the City of Hobbs will pay any money for attorneys' fees and costs of litigation from any monetary award as a result of the litigation. No fees or costs will result unless the City of Hobbs receives a monetary award. No fee will be paid from public funds, as such there is no fiscal impact for this proposed resolution.

Attachments:

Ordinance

Legal Review:

Approved As To Form: Valerie S. Chacon _____
City Attorney

Recommendation:

Proposed Resolution and Agreement

Approved For Submittal By:

Valerie S. Chacon
Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=Finance
and Administration, email=vschacon@cityofhobbs.com, c=US
Date: 2024.04.30.14:04:00-0700

Department Director

City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7470

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A LEGAL SERVICES AGREEMENT WITH BARON & BUDD, P.C., COSSICH, SUMICH, PARSIOLA & TAYLOR, LLC, AND ROYBAL-MACK & CORDOVA, P.C.

WHEREAS, the City desires to engage Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Roybal-Mack & Cordova, P.C. to render legal services for Investigation and Litigation; and

WHEREAS, the City desires to enter into a contingency fee agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Roybal-Mack & Cordova, P.C. securing services to assist the City in litigation against the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds); and

WHEREAS, the City agrees to pay a contingent fee of the total recovery (gross) in favor of the City as an attorney fee. There is no fee if there is no recovery and contractor shall not be paid nor receive reimbursement from public funds unless required by law.

WHEREAS, The Mayor and City Manager will need to sign various pleadings and verifications as representatives of the City of Hobbs as Plaintiff.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs, the Mayor and City Manager are authorized to sign the contingency fee agreement with Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and

Roybal-Mack & Cordova, P.C., and all pleadings and verifications on behalf of the City of Hobbs as Plaintiff.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between City of Hobbs (“Client”) and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Roybal-Mack & Cordova, P.C. (collectively referred to as “Attorneys”).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates _____ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. The Attorneys assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty percent (20%) of any gross recovery (as defined below) in existing litigation as of the date of this agreement. Twenty-five (25%) contingency fee of gross recovery (as defined below) in any other recovery.

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the

amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty percent (20%) of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. 40%; Cossich, Sumich, Parsiola & Taylor, LLC 40%; Roybal-Mack & Cordova, P.C. 20%.

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the

result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a limited power of attorney solely to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents and obtain the Client's consent to so execute. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. DISCHARGE OF ATTORNEYS. Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

Roybal-Mack & Cordova, P.C.
6700 Jefferson St NE Suite A-3
Albuquerque, NM 87109

21. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this

Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

26. ATTORNEY’S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney’s fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the New Mexico Rules of Professional Conduct.

Agreed to by:

Date: _____

City of Hobbs

Printed name and title (“Client”)

Signature

ATTORNEYS

Scott Summy, Baron & Budd, P.C.

Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

Antonia Roybal-Mack, Roybal-Mack & Cordova, P.C.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: Resolution Adopting Budgetary Adjustment #4 for the Fiscal Year 2023-2024
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: April 29, 2024
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 before the beginning of the fiscal year. 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 budgetary adjustment #4 for the current year. A summary of the funds adjusted is attached to this resolution. After the Commission approves this adjustment, it must be forwarded to the Department of Finance & Administration for approval.

Fiscal Impact:

Reviewed By: _____
Finance Department

Digitally signed by "Deborah Corral" DN: cn=Deborah Corral, o=City of Hobbs, ou=Finance Director, email=deborah.corral@cityofhobbs.com, c=US Date: 2024.05.06 10:07:45 -0700

Total total expense increased by \$1,100,000 providing a budgeted ending cash balance of \$91,676,460.26 for all funds.

This budget adjustment also includes inter-fund transfers.
General fund reserve is reduced from 53% to 51%.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2023-2024

Legal Review:

Approved As To Form: *Valerie Schach*
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director

Manny Gomez
City Manager

Digitally signed by "Deborah Corral" DN: cn=Deborah Corral, o=City of Hobbs, ou=Finance Director, email=deborah.corral@cityofhobbs.com, c=US Date: 2024.05.06 10:07:45 -0700

Digitally signed by "Manny Gomez" DN: cn=Manny Gomez, o=City of Hobbs, ou=City Manager, email=manny.gomez@cityofhobbs.com, c=US Date: 2024.05.06 10:07:45 -0700

**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. 7471

BUDGETARY ADJUSTMENT #4

FISCAL YEAR 2023-2024

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 expense is increased by \$1,100,000.

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 is forwarded to their office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED, AND APPROVED this 6th day of May 2024.

SAM D. COBB, Mayor

ATTEST:

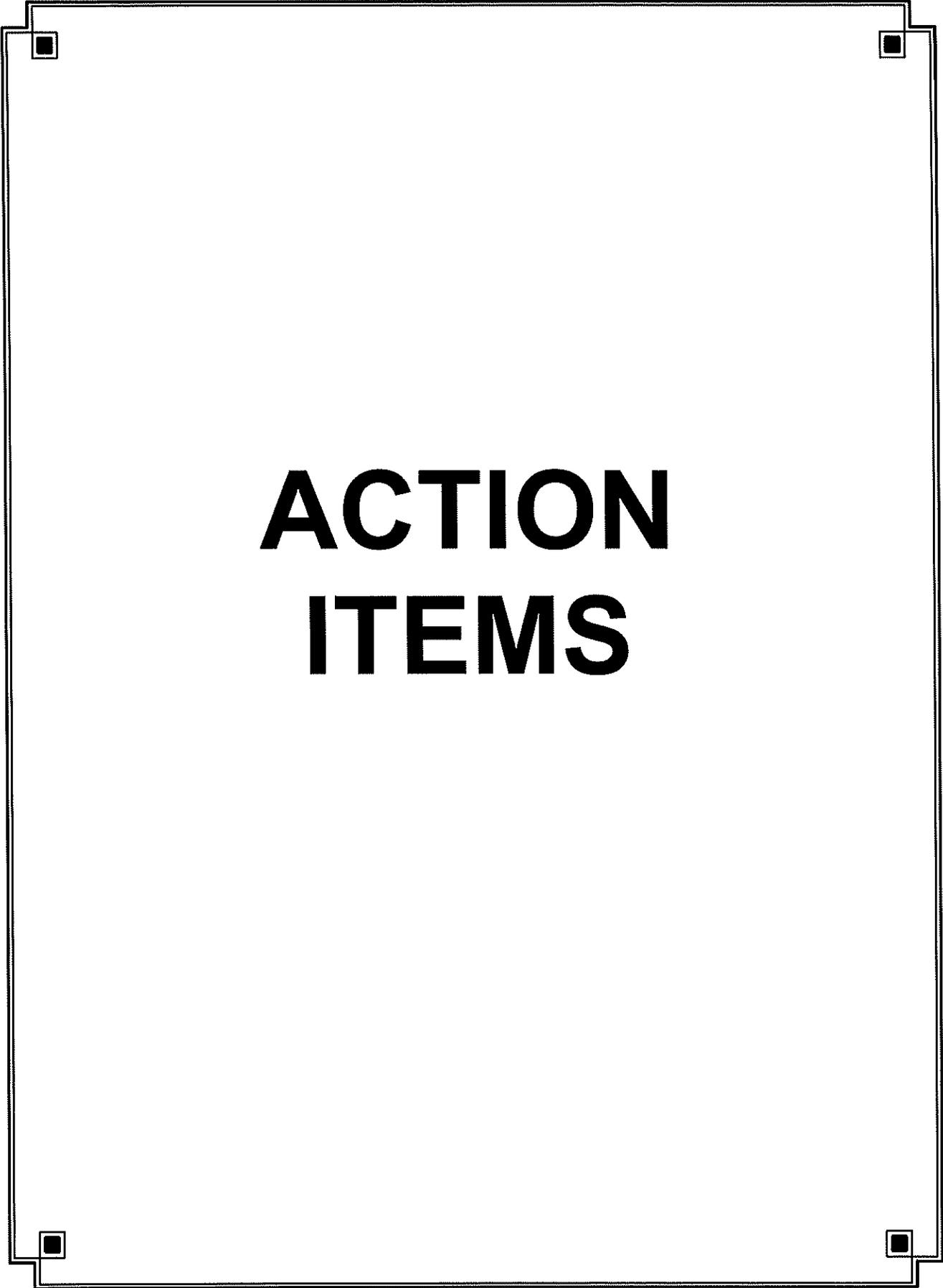
JAN FLETCHER, City Clerk

**City of Hobbs BAR #3
FY24 Fund Summary**

<i>dfa fund</i>		Beginning Cash 6/30/2023	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
11000	001 GENERAL	76,840,351.72	75,660,726.40	(12,475,098.99)	92,724,681.06	47,301,298.07	51%
29900	002 LAND ACQUISITION	830,648.61	100,000.00		100,000.00	830,648.61	
	General Fund Subtotal	77,671,000.33	75,760,726.40	(12,475,098.99)	92,824,681.06	48,131,946.68	
20100	110 LOCAL GOV CORR	1,012,394.62	169,000.00		494,500.00	686,894.62	
21100	120 POLICE PROTECTION	24,383.39	228,883.39		228,883.39	24,383.39	
29900	130 P D N (parif, drug, narcotics)	1,918.75	-		1,918.75	-	
29900	150 COPS GRANT	8,881.98	-	(8,881.98)	-	-	
21700	160 RECREATION (CORE)	1,000.00	1,626,400.00	4,423,320.12	6,049,720.12	1,000.00	
21900	170 OLDER AMERICAN	1,000.00	271,966.00	1,076,883.10	1,318,559.04	31,290.06	
51800	180 GOLF	1,000.00	1,031,250.00	3,376,523.06	4,360,003.06	48,770.00	
50600	190 CEMETERY	1,000.00	216,650.00	924,102.90	1,140,752.90	1,000.00	
50400	200 AIRPORT	690,720.93	185,574.32		318,500.00	557,795.25	
30300	210 LEGISLATIVE APPROPRIATIONS	1,000.00	7,857,134.01		7,275,553.12	582,580.89	
21800	220 INTERGOVERNMENTAL GRANTS	27,912,727.17	-		27,912,727.17	-	
21400	230 LODGERS' TAX	1,062,654.52	1,725,000.00	(397,403.00)	1,227,835.00	1,162,416.52	
27000	240 LG ABATEMENT FUND (OPIOID)	119,300.36	489,000.00		489,000.00	119,300.36	
28000	250 CANNABIS EXCISE TAX FUND	643,025.95	950,000.00	(603,000.00)	30,000.00	960,025.95	
29900	270 PUBLIC TRANSPORTATION	1,000.00	2,247,076.92	250,000.00	1,618,584.28	879,492.64	
20900	280 FIRE PROTECTION	1,221,313.43	1,092,725.00		1,190,654.05	1,123,384.38	
20600	290 EMER MEDICAL SERV	2,595.39	42,362.00		42,362.00	2,595.39	
21210	300 2022 Retention LER	139,316.51	1,425,000.00		1,562,952.47	1,364.04	
29900	310 LEDA	-	-	3,361,696.47	3,361,696.47	-	
21220	320 2023 Recruitment LER	-	750,000.00	-	750,000.00	-	
	Special Revenue Subtotals	32,845,233.00	20,308,021.64	12,403,240.67	59,374,201.82	6,182,293.49	
30200	370 COMM DEVE CONST	82,327.62	750,000.00	464,806.80	1,296,134.42	1,000.00	
39900	460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	(200,000.00)	-	1,338,849.89	
21600	480 STREET IMPROVEMENTS	5,668,692.61	2,125,000.00		7,739,692.68	53,999.93	
39900	490 CITY COMM. IMPROVEMENTS	10,109,110.76	2,500,000.00	(8,682,133.41)	85,000.00	3,841,977.35	
	Capital Project Subtotals	17,398,980.88	5,375,000.00	(8,417,326.61)	9,120,827.10	5,235,827.17	
40400	510 UTILITY BOND	-	-	307,005.74	307,005.74	-	
40400	530 WASTEWATER BOND	1,989,842.96	-	2,442,795.99	2,442,795.99	1,989,842.96	
	Debt Service Subtotals	1,989,842.96	-	2,749,801.73	2,749,801.73	1,989,842.96	
50200	100 SOLID WASTE	2,872,856.74	7,750,000.00		7,900,000.00	2,722,856.74	
39900	440 JOINT UTILITY EXTENSIONS CAPIT	1,000.00	250,000.00	2,717,326.61	2,967,326.61	1,000.00	
50100	600 JOINT UTILITY	1,000.00	-	8,324,608.75	8,324,608.75	1,000.00	
50100	610 JOINT UTILITY CONST	1,000.00	-	5,408,103.85	5,408,103.85	1,000.00	
50300	620 WASTE WATER PLANT CONST	6,857,812.29	1,400,000.00	10,267,587.97	18,524,400.26	1,000.00	
50300	630 JOINT UTILIY - WASTEWATER	1,000.00	-	6,723,457.65	6,723,457.65	1,000.00	
50300	650 JOINT UTILIY INCOME - WASTEV	10,856,602.76	8,810,000.00	(15,416,164.69)	45,000.00	4,205,438.07	
50100	660 JOINT UTILITY INCOME	9,447,098.98	9,275,000.00	(14,058,395.26)	-	4,663,703.72	
50100	680 METER DEPOSIT RES	1,405,056.17	375,000.00		375,000.00	1,405,056.17	
69900	690 INTERNAL SUPPLY	109,115.46	225,000.00	1,000.00	335,000.00	115.46	
	Utility Subtotals	31,552,542.40	28,085,000.00	3,967,524.88	50,602,897.12	13,002,170.16	
69900	640 MEDICAL INSURANCE	1,658,623.59	7,776,930.00	1,175,000.00	8,801,000.00	1,809,553.59	
69900	670 WORKERS COMP TRUST	1,206,454.59	720,000.00		833,000.00	1,093,454.59	
69900	740 INSURANCE - RISK	5,428,141.68	2,872,951.00	1,771,858.32	3,122,951.00	6,950,000.00	
	Internal Service Subtotal	8,293,219.86	11,369,881.00	2,946,858.32	12,756,951.00	9,853,008.18	
79900	700 MOTOR VEHICLE	1,802.83	5,500,000.00		5,500,000.00	1,802.83	
79900	710 MUNI JUDGE BOND FUND	108,174.34	-		-	108,174.34	
79900	720 RETIREE HEALTH INSURANCE TRU	9,000,000.00	1,075,000.00	(1,175,000.00)	2,050,000.00	6,850,000.00	
79900	730 CRIME LAB FUND	74,148.80	57,000.00		57,000.00	74,148.80	
79900	750 FORECLOSURE TRUST FUND	71.88	-		-	71.88	
79900	770 LIBRARY TRUST	6,290.69	1,500.00		1,500.00	6,290.69	
79900	780 SENIOR CITIZEN TRUST	5,195.94	3,000.00		3,000.00	5,195.94	
79900	790 PRAIRIE HAVEN MEM	6,025.45	-		-	6,025.45	
79900	800 COMMUNITY PARK TRUST	1,611.76	-		-	1,611.76	
79900	820 EVIDENCE TRUST FUND	206,602.63	5,000.00		-	211,602.63	
79900	830 HOBBS BEAUTIFUL	15,440.93	10,000.00		10,000.00	15,440.93	
79900	860 CITY AGENCY TRUST	1,506.37	1,500.00		2,000.00	1,006.37	
	Trust & Agency Subtotals	9,426,871.62	6,653,000.00	(1,175,000.00)	7,623,500.00	7,281,371.62	
	Grand Total All Funds	179,177,691.05	147,551,629.04	(0.00)	235,052,859.83	91,676,460.26	
					1,100,000.00		

BAR #4 Detail

Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	Comment
001	010100	42601		CITY COMMISSION	PROFESSIONAL SERVICES	1,809,094.00	1,100,000.00	2,909,094.00	actual airline subsidy change
							1,100,000.00		



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: Purchase Hardware for Virtual Environment
DEPT. OF ORIGIN: Information Technology Department
DATE SUBMITTED: April 29, 2024
SUBMITTED BY: Christa Belyeu, IT Director

Summary:

The IT Department is requesting to purchase hardware for the Virtual Server Environment. This solution would be purchased from Insight Public Sector on Federal GSA Contract (47QTCA19D009G). This includes all hardware and deployment services to replace our existing server equipment. Our current environment contains hardware that is end of life and no longer supported. The virtual environment is used to house all City owned servers, software and databases. Keeping this equipment up to date is crucial to all City operations.

Fiscal Impact:

Reviewed By: Toby Sprank
Finance Department

Digitally signed by Toby Sprank, CFE, CPA
DN: cn=Toby Sprank, CFE, CPA, o=City of Hobbs,
ou=Finance Director,
email=tosprank@hobbsnm.org, c=US
Date: 2024.05.03 11:41:32 -0500

\$415,000 is included in the FY24 budget for this project. The hardware and deployment services for this project are \$358,914.08.

Onetime costs of the upgrade include:

- \$358,914.08 Hardware/Deployment Costs

There will be licensing costs for this project to be purchased at a later date:

Additional costs are not projected, but could be incurred up to the \$415,000 budget limit to include additional hardware, software or training as needed once the project begins. Training is expected to be virtual.

Attachments:

Quote – City of Hobbs Quotation #0227179458 and City of Hobbs- Dell solution specs

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs,
ou=City Attorney, email=vschacon@hobbsnm.org, c=US
Date: 2024.05.03 11:41:32 -0500

Recommendation:

Motion to approve.

Approved For Submittal By:

Christa Belyeu

Department Director

[Signature]
City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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

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

SOLD-TO PARTY 11115428

CITY OF HOBBS
200 E BROADWAY ST
HOBBS NM 88240-8425

SHIP-TO

CITY OF HOBBS
200 E BROADWAY ST
HOBBS NM 88240-8425

Quotation

Quotation Number : [0227179458-A](#)
Document Date : 26-APR-2024
PO Number :
PO release: :
Sales Rep : Thad Morse
Email : THAD.MORSE@INSIGHT.COM
Telephone : +14803333010

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

This quotation contains freight and tax estimates that are subject to change by Insight.

Material	Material Description	Quantity	Unit Price	Extended Price
3000172975937	Dell S4128 PowerSwitch OPEN MARKET	2	12,935.92	25,871.84
3000172975937	Dell VxRail S670 OPEN MARKET	4	38,396.30	153,585.20
3000172975937	Recoverpoint Services VxRail OPEN MARKET	4	0.00	0.00
3000172975937	Dell S4128 PowerSwitch OPEN MARKET	2	12,935.92	25,871.84
3000172975937	Dell VxRail S670 OPEN MARKET	4	38,396.30	153,585.20
3000172975937	Recoverpoint Services VxRail OPEN MARKET	4	0.00	0.00
			Product Subtotal	358,914.08
			TAX	0.00
			Total	358,914.08

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Thad Morse
+14803333010
THAD.MORSE@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



**CityofHobbs_VxRail_EntPlus_4Node
3**

Sales Rep
Phone
Email
Billing To

Obiora Okoye
(800) 456-3355, 6178621
O_Okoye@Dell.com
ACCOUNTS PAYABLE
INSIGHT
PO BOX 3083
OREM, UT 84059

Contract Name Standard Governing Terms in
Supplier's Quote
Contract Code C000000006679
Solution ID
Deal ID CITY OF
End User HOBBS HOBBS,
Details NM 88240-8425

Shipping Group

Shipping To

CHRISTA BELYEU
CITY OF HOBBS
200 E BROADWAY ST
HOBBS, NM 88240-8425
(575) 397-9246

Shipping Method

Standard Delivery Free Cost

Install At

CHRISTA BELYEU
CITY OF HOBBS
200 E BROADWAY ST
HOBBS, NM 88240-8425
(575) 397-9246

Solution Name:

4 Node

Product	Unit Price	Quantity	Subtotal
PowerSwitch S4128 - [amer_s4128_12358]	\$	2	\$
VxRail S670 - AMER	\$	4	\$

Recoverpoint Services for VxRail - AMER	\$0.00	4	\$0.00
PowerSwitch S4128 - [amer_s4128_12358] (2)	\$	2	\$
VxRail S670 - AMER	\$	4	\$
Recoverpoint Services for VxRail - AMER	\$0.00	4	\$0.00

Subtotal:	\$	
Shipping:		\$0.00
Environmental Fee:		\$0.00
Non-Taxable Amount:	\$	
Taxable Amount:		\$0.00
Estimated Tax:		\$0.00

Total: \$

License Subtotal for Commitment Term: \$0.00

*Excludes Taxes

Deliver exceptional customer experiences with our modernized Dell ProDeploy Suite.



[Learn More](#)

Shipping Group Details

Shipping To

CHRISTA BELYEU
CITY OF HOBBS
200 E BROADWAY ST
HOBBS, NM 88240-8425
(575) 397-9246

Shipping Method

Standard Delivery Free Cost

Install At

CHRISTA BELYEU
CITY OF HOBBS
200 E BROADWAY ST
HOBBS, NM 88240-8425
(575) 397-9246

Solution Name:

4 Node

		Unit Price	Subtotal	
		Quantity2	\$	
PowerSwitch S4128 - [amer_s4128_12358]				
Estimated delivery if purchased today: Apr. 29, 2024 Contract # C000000006679				
Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4128F-ON, 1U, PHY-less, 28 x 10GbE SFP+, 2 x QSFP28, IO to PSU, 2 PSU	210-ALSY	-	2	-
OS10 Enterprise S4128F-ON	619-AMIZ	-	2	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	2	-
Dell Hardware Limited Warranty 1 Year	814-1417	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	814-1460	-	2	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years	814-1466	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	814-1467	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment	804-2147	-	2	-
ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment Verification	804-2148	-	2	-
ProDeploy Plus No Charge Training 500	812-4037	-	2	-
3 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	848-8541	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	2	-
		Unit Price	Subtotal	
		Quantity	4	\$
VxRail S670 - AMER				
Estimated delivery if purchased today: May. 02, 2024 Contract # C000000006679				
Description	SKU	Unit Price	Quantity	Subtotal
VxRail S670	210-BCWT	-	4	-
PSNT Info	329-BDWH	-	4	-

VxRail PV670/F/N, S670 Firmware Lock	384-BDPY	-	4	-
VxRail Software 7.0.481 Factory Install	634-CJRH	-	4	-
No Transformational License Agreement	379-BDYQ	-	4	-
3.5" Chassis with up to 12 HDDs (SAS/SATA), 4x2.5" Rear HDDs (SAS/SATA) for 1CPU Configuration	321-BGLS	-	4	-
VxRail 2U Bezel	325-BDYT	-	4	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	4	-
No Additional Processor	374-BBBX	-	4	-
3200MT/s RDIMMs	370-AEVR	-	4	-
Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	540-BCRX	-	4	-
Trusted Platform Module 2.0 V3	461-AAIG	-	4	-
ReadyRails Sliding Rails	770-BBBQ	-	4	-
Cable Management Arm, 2U	770-BDRQ	-	4	-
Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	4	-
Fan Foam, HDD 2U	750-ACOM	-	4	-
VxRail VMware, vSAN ELA or BYOS with licensing direct from Broadcom	634-BSJZ	-	4	-
4x2.5 Rear Storage	379-BDTB	-	4	-
Dell Hardware Limited Warranty	878-1781	-	4	-
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	878-1998	-	4	-
Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	878-1999	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
ProDeploy Plus No Charge Training 200	812-4011	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	4	-
PE R750 No CCC or CE Marking	389-DYHD	-	4	-
Dell/EMC label (BIS) for 3.5" Chassis	389-DYHG	-	4	-
SAS/SATA Backplane	379-BDSS	-	4	-
PV 670 Shipping, DAO	340-CWLS	-	4	-
PowerEdge R750 Shipping Material	481-BBFG	-	4	-
3.5 Chassis	379-BDSZ	-	4	-
VxRail S670, Riser Config 9, 2A, 1x16LP	540-BDFC	-	4	-
VxRail S670 Branding	329-BHKD	-	4	-
PowerEdge R750 Motherboard, Barlow Pass Enabled, with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGKO	-	4	-
Heatsink for 1 CPU configuration (CPU less than 165W)	412-AAUY	-	4	-
Performance Optimized	370-AAIP	-	4	-
C43, No RAID	780-BCQR	-	4	-
Dell HBA355i Adapter, Low Profile	405-AAZF	-	4	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	4	-
BOSS Cables and Bracket for R750 (4x2.5" Rear)	470-AERS	-	4	-

iDRAC9, Enterprise 15G	385-BBQV	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC,Legacy Password	379-BCSG	-	4	-
DHCP with Zero Touch Configuration	379-BCRB	-	4	-
High Performance Fan x6	750-ADGL	-	4	-
No Quick Sync	350-BBYX	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
No Energy Star	387-BBEY	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
VxRail S670 Luggage Tag	350-BCJF	-	4	-
16GB RDIMM, 3200MT/s, Dual Rank - HCI	370-BBQM	-	32	-
64GB RDIMM, 3200MT/s, Dual Rank, 16Gb - HCI	370-BBQP	-	32	-
8TB 7.2K RPM SAS ISE 12Gbps 512e 3.5in Hard Drive	400-ASIB	-	48	-
1.6TB SSD SAS ISE, Mixed Use, up to 24Gbps 512e 2.5in Flex Bay, AG Drive	345-BEPH	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	16	-
VxRail HCI System Software ,EL	634-BYLV	-	4	-
VxRail HCI System Software, Capacity Drive, 8TB	634-BVNJ	-	48	-
VxRail HCI System Software Memory, 16GB	634-BYLY	-	32	-
VxRail HCI System Software Memory, 64GB	634-BYLZ	-	32	-
Customer Provided, vSAN, ELA	823-4168	-	4	-

Unit Price	Quantity	Subtotal
\$0.00	4	\$0.00

Recoverpoint Services for VxRail - AMER

Estimated delivery if purchased today:
May. 06, 2024
Contract # C000000006679

Description	SKU	Unit Price	Quantity	Subtotal
Recover Point for Virtual Machine	210-ARZC	-	4	-
3 Years ProSupport Plus Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract	865-3492	-	4	-
On-Site Installation Declined	900-9997	-	4	-
Storage Software Info	626-BBBG	-	4	-
HCIA RecoverPoint for VMs for 1 node	142-BBNV	-	4	-

Unit Price	Quantity	Subtotal
	2	\$

PowerSwitch S4128 - [amer_s4128_12358] (2)

Estimated delivery if purchased today:
Apr. 29, 2024
Contract # C000000006679

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4128F-ON, 1U, PHY-less, 28 x 10GbE SFP+, 2 x QSFP28, IO to PSU, 2 PSU	210-ALSY	-	2	-
OS10 Enterprise S4128F-ON	619-AMIZ	-	2	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	2	-

Dell Hardware Limited Warranty	878-1781	-	4	-
Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	878-1998	-	4	-
Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	878-1999	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
ProDeploy Plus No Charge Training 200	812-4011	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	4	-
PE R750 No CCC or CE Marking	389-DYHD	-	4	-
Dell/EMC label (BIS) for 3.5" Chassis	389-DYHG	-	4	-
SAS/SATA Backplane	379-BDSS	-	4	-
PV 670 Shipping, DAO	340-CWLS	-	4	-
PowerEdge R750 Shipping Material	481-BBFG	-	4	-
3.5 Chassis	379-BDSZ	-	4	-
VxRail S670, Riser Config 9, 2A, 1x16LP	540-BDFC	-	4	-
VxRail S670 Branding	329-BHKD	-	4	-
PowerEdge R750 Motherboard, Barlow Pass Enabled, with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGKO	-	4	-
Heatsink for 1 CPU configuration (CPU less than 165W)	412-AAUY	-	4	-
Performance Optimized	370-AAIP	-	4	-
C43, No RAID	780-BCQR	-	4	-
Dell HBA355i Adapter, Low Profile	405-AAZF	-	4	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	4	-
BOSS Cables and Bracket for R750 (4x2.5" Rear)	470-AERS	-	4	-
iDRAC9, Enterprise 15G	385-BBQV	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC, Legacy Password	379-BCSG	-	4	-
DHCP with Zero Touch Configuration	379-BCRB	-	4	-
High Performance Fan x6	750-ADGL	-	4	-
No Quick Sync	350-BBYX	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
No Energy Star	387-BBEY	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
VxRail S670 Luggage Tag	350-BCJF	-	4	-
16GB RDIMM, 3200MT/s, Dual Rank - HCI	370-BBQM	-	32	-
64GB RDIMM, 3200MT/s, Dual Rank, 16Gb - HCI	370-BBQP	-	32	-
8TB 7.2K RPM SAS ISE 12Gbps 512e 3.5in Hard Drive	400-ASIB	-	48	-
1.6TB SSD SAS ISE, Mixed Use, up to 24Gbps 512e 2.5in Flex Bay, AG Drive	345-BEPH	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	8	-

Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	16	-
VxRail HCI System Software ,EL	634-BYLV	-	4	-
VxRail HCI System Software, Capacity Drive, 8TB	634-BVNJ	-	48	-
VxRail HCI System Software Memory, 16GB	634-BYLY	-	32	-
VxRail HCI System Software Memory, 64GB	634-BYLZ	-	32	-
Customer Provided, vSAN, ELA	823-4168	-	4	-
		Unit Price	Quantity	Subtotal
		\$0.00	4	\$0.00

Recoverpoint Services for VxRail - AMER

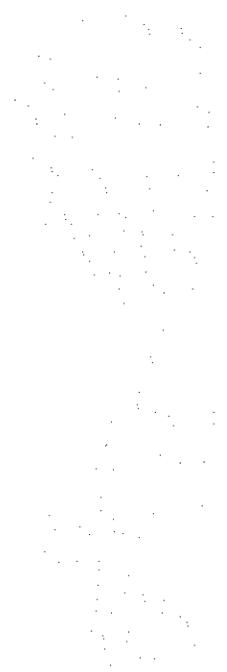
Estimated delivery if purchased today:
 May. 06, 2024
 Contract # C000000006679

Description	SKU	Unit Price	Quantity	Subtotal
Recover Point for Virtual Machine	210-ARZC	-	4	-
3 Years ProSupport Plus Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract	865-3492	-	4	-
On-Site Installation Declined	900-9997	-	4	-
Storage Software Info	626-BBBG	-	4	-
HCIA RecoverPoint for VMs for 1 node	142-BBNV	-	4	-

Subtotal:	\$	
Shipping:		\$0.00
Environmental Fee:		\$0.00
Estimated Tax:		\$0.00
<hr/>		
Total:	\$	

Important Notes

r





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: PUBLICATION OF ORDINANCE ADOPTING A LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF HOBBS AND SPACE JUMP LLC

DEPT. OF ORIGIN: Legal
DATE SUBMITTED: April 29, 2024
SUBMITTED BY: Valerie S. Chacon

Summary:

The City of Hobbs Commission passed a Resolution to support changes to the State of New Mexico's Municipal Local Economic Development Act funding that starts on July 1, 2021, and ends on June 30, 2030. Whereas the LEDA special revenue fund for the fiscal year 2024 has approximately \$3,361,696. This proposed ordinance is up for publication for the allocation of \$180,000.00 to Space Jump LLC. Space Jump LLC, brings innovative entertainment to the City of Hobbs. This company provides open-space jump trampolines, an obstacle course, a rock climbing wall, a zip line, and more. This project is an attraction for all ages to enjoy.

Fiscal Impact:

Reviewed By: Valerie S. Chacon
Finance Department

LEDA special revenue fund expenditure of 180,000.00.

Attachments:

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

The Commission should approve this ordinance for publication.

Approved For Submittal By:

Valerie S. Chacon
Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=City of Hobbs, email=vschacon@cityofhobbs.org, c=US
Date: 2024.05.06 16:23:30 -0500

Department Director

[Handwritten signature]

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF HOBBS AND SPACE JUMP LLC

WHEREAS, The City of Hobbs Commission passed a Resolution to support changes to the State of New Mexico's Municipal Local Economic Development Act funding that starting on July 1, 2021, and ending on June 30, 2030, providing that all municipalities may use up to twenty-five percent of municipal Local Economic Development Act funding for expansion of existing retail businesses or recruitment of new retail businesses if the economic development project is not funded or financed with state government revenues; provided that no funding shall be provided to an existing retail business to relocate from another location in New Mexico if the business does not remain in its previous location in New Mexico; and

WHEREAS the City of Hobbs City Commissioners adopted the amended LEDA Ordinance on July 1, 2022; and

WHEREAS, Space Jump LLC, brings innovative entertainment to the City of Hobbs. This company provides open-space jump trampolines, an obstacle course, a rock climbing wall, a zip line, and more. This project is an attraction for all ages to enjoy; and

WHEREAS, the City of Hobbs City Commissioners approves the LEDA Funding in the amount of \$180,000.00 and agree to enter into a participation agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the Commission approves and adopts Local Economic Development Act funding to Space Jump LLC, in the amount of \$180,000.00.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**PROJECT PARTICIPATION AGREEMENT
CITY OF HOBBS AND SPACE JUMP, LLC
LOCAL ECONOMIC DEVELOPMENT ACT PROJECT**

This Project Participation Agreement (the "Agreement") is made as of this ___ day of _____, 2024 by and between the CITY OF HOBBS, NEW MEXICO (the "City"), and Space Jump a New Mexico, LLC, with a place of business at 3820 N. Grimes St. Ste. 75, Hobbs, New Mexico, 88240. Together, the City and Space Jump, LLC are called the "Parties," and individually, each a "Party."

WHEREAS, it is the policy of the City to aid and encourage the location of desirable business enterprises in the City and to facilitate a favorable governmental atmosphere for enriching the lives of its citizens by supporting the development of a healthy economy; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 to 5-10-13 NMSA 1978 ("LEDA"), the City has adopted Ordinance No. _____ (the "LEDA Ordinance"), approving an economic development plan for the City and authorizing the City to consider applications for economic development assistance; and

WHEREAS, Space Jump LLC has submitted to the City an application in the form attached to this Agreement as Exhibit A proposing that, in exchange for certain LEDA assistance described below, Space Jump, LLC will undertake and complete a certain project, which is defined to include the following elements (the "Project"):

Project:

Space Jump LLC brings innovative entertainment to the City of Hobbs. This company provides open-space jump trampolines, an obstacle course, a rock-climbing wall, a zip line, and more. This project is an attraction for all ages.

WHEREAS, the Space Jump, LLC Application proposes that in exchange for Space Jump LLC undertaking and completing the Project, the City funds and/or land/infrastructure contribution obtained from the City of Hobbs' LEDA Fund, pursuant to LEDA, will be used to reimburse a portion of Space Jump, LLC's expenses related to the Project, on the terms set forth herein; and

WHEREAS, the Space Jump, LLC Application clearly demonstrates that Space Jump LLC, by completing the Project, will be making a substantive contribution to the community, as required by the LEDA Ordinance; and

WHEREAS, LEDA and the LEDA Ordinance require the parties to enter into a Project Participation Agreement meeting the requirements of LEDA and the LEDA Ordinance; and

WHEREAS, the total amount of public money expended and the value of credit pledged in each fiscal year in which that money is expended by the City for economic development projects pursuant to LEDA does not and will not exceed ten percent of the general fund expenditures of the City in that fiscal year; and

WHEREAS, the City adopted Ordinance No. _____ on _____, 2024 (the “_____ Ordinance”) (i) finding that Space Jump, LLC is a qualifying entity as defined in Section 5-10-3(G) NMSA, (ii) approving Space Jump, LLC’s Application for assistance with the Project pursuant to the LEDA Ordinance, which Application proposed that the City direct up to \$180,000.00 or the amount approved by the City of Hobbs Commission in funds to be committed by the City (the “City Contribution”), all to finance certain statutorily eligible expenses of the Project consisting of reimbursement for the leasing, renovation and improvement of the Facility, and (iii) approving this Agreement.

NOW, THEREFORE, in consideration of these premises and the agreements by the parties set forth herein, Space Jump, LLC, and the City further agree as follows:

1. Goals and Objectives. The goals and objectives of the Project are to create and support an economic development project that fosters, promotes, and enhances local economic development efforts. The goal is that the Project will provide job growth and career opportunities for Hobbs-area residents and otherwise make a substantive contribution to the community as set forth in this Agreement and in the Space Jump, LLC’s Application.

2. The City Contribution. Pursuant to the Project Ordinance and the LEDA Ordinance, the City has committed the amount of \$180,000.00 or the amount approved by the City of Hobbs Commission in connection with the Project. As required by the LEDA Ordinance, the City will deposit the proceeds of the City Contribution into a clearly identified separate account, which account will be subject to an annual independent audit. The term of this agreement is for three (3) years.

City funds will be dispensed in year one: November 10, 2024, upon proper filing for months July through September Gross Receipt Tax, dispensed on February 10, 2025, upon proper filings for months October through December, dispensed on May 10, 2025, upon proper filing for months January through March Gross Receipt Tax and dispensed on August 10, 2025, upon the proper filings for April through June Gross Receipt Tax.

City funds will be dispensed in year two: dispensed on November 10, 2025, upon proper filing for months July through September Gross Receipt Tax, dispensed on February 10, 2026, upon

proper filings for months October through December, dispensed on May 10, 2026, upon proper filing for months January through March Gross Receipt Tax and dispensed on August 10, 2026, upon the proper filings for April through June Gross Receipt Tax.

City funds will be dispensed in year three: November 10, 2026, upon proper filing for months July through September Gross Receipt Tax, dispensed on February 10, 2027, upon proper filing for months October through December, dispensed on May 10, 2027, upon proper filing for months January through March Gross Receipt Tax and dispensed on August 10, 2027, upon the proper filings for April through June Gross Receipt Tax.

3. Annual Revenue.

A. Space Jump LLC, must produce an annual revenue of \$2,253,521.00 a year for three years, starting in July 2024 through June 2027. (year measurement is from July 1st to June 30th)

4. Job Creation and Growth.

A. Job creation and growth. Space Jump, LLC shall create new jobs and grow its workforce annually or, in the alternative, increase salary and benefits annually. The City of Hobbs is invested in new job creation and growth and will monitor Space Jump, LLC on an annual basis. Employee's quarterly wage and contribution report ES903A must be filed and provided to the City 10 days after filing.

5. Performance.

A. On August 10, 2025, if Space Jump, LLC does not meet the requirement of the annual revenue of \$2,253,521.00 in the first year (year measurement is from July 1st to June 30th), the agreement will terminate. If Space Jump LLC does not meet the requirement in the following years, the agreement will terminate in that proposed year. Space Jump LLC must submit its quarterly New Mexico Gross Receipt Tax Return to the City on the first of every month before disbursement.

B. The "Clawback Penalty"; a Clawback Penalty will not be warranted. The City and Space Jump, LLC, are entering into an agreement in which Space Jump, LLC will only receive the portion paid into local gross receipt taxes. At the year mark in August of 2025 (year measurement is from July 1st to June 30th) and on this month every year until 2027, if Space Jump, LLC, does not meet the minimum qualification of the minimum annual revenue of \$2,253,521.00, the agreement will terminate, and the next quarter of Gross Receipt Taxes will not be dispersed to Space Jump, LLC.

If the City determines that Business Climate Changes affect Space Jump, LLC's ability to maintain employment levels, it may waive or modify this agreement, but only

related to the City Contribution, and the City shall determine as to any potential waiver.

6. Security. To secure the performance of its obligations under this Agreement, Space Jump, LLC will not need to submit a security bond to the City, for the City will only disperse and allocate funds to Space Jump, LLC, after local Gross Receipt Taxes have been received.

7. Events of Default and Remedies.

A. Failure to Comply with Obligations. Space Jump, LLC's failure to comply with any obligation under this Agreement, such as failure to meet annual revenue outlined in Section 3, shall be an Event of Default. Notwithstanding the foregoing, failure to meet employee projections or wage and benefit projections shall not be considered an Event of Default.

B. Notice of Event of Default. If any Event of Default occurs, the City Finance Department shall notify Space Jump, LLC in writing, specifying the alleged failure's nature and, where appropriate, how the alleged failure may be cured. Space Jump, LLC shall have thirty (30) days after notice to cure said Default. If the Default is not cured, this agreement shall terminate.

8. Annual Reporting Requirement, Performance Review and Termination. Annually (beginning in 2025), on or before August 10th or other date specified by the City, Space Jump, LLC will provide to the City data for the previous calendar year regarding its workforce and such other information necessary for the City or its independent contractor to determine whether Space Jump, LLC has met its obligations under this Agreement. The Project will be subject to an annual performance review conducted by City staff, which will evaluate whether the Project is attaining the goals and objectives set forth in Section 1, 3 or 5 of this Agreement.

- A. If the performance goals of section 1, 3 or 5 are not being attained, the City Manager is granted the authority by the City Commission to terminate the agreement, as described in Section 7 B of this agreement.
- B. In addition, pursuant to LEDA, the City may enact an ordinance terminating the LEDA Ordinance and dissolving or terminating any or all projects. In the event that the City terminates the LEDA Ordinance or this Agreement, the City will specify the disposition of all assets and obligations of the Project after satisfying this Agreement and all rights of the parties arising under this Agreement through the date of such termination.

9. Dispute Resolution. The parties will work in good faith to resolve any

disputes that arise hereunder. In the event of a dispute between the parties, the Chief Executive Officer of Space Jump, LLC, or his/her designee, and the Director or Deputy Director of the City's Finance Department shall meet and attempt in good faith to resolve the dispute. If they are unable to resolve the dispute, the President of Space Jump, LLC and the City Manager shall meet and attempt in good faith to resolve the dispute. Nothing contained in this Agreement constitutes a waiver of any Party's right to seek judicial relief.

10. Discrimination Prohibited. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

11. ADA Compliance. In performing the Services required hereunder, Space Jump, LLC agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (ADA), which are imposed directly on Space Jump, LLC or which would be imposed on the City as a public entity. Space Jump, LLC agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Space Jump, LLC or its agents in violation of the ADA.

12. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Space Jump, LLC's records with respect to all matters covered by this Agreement. Space Jump, LLC shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

13. Indemnity. Space Jump, LLC agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by Space Jump, LLC or Space Jump, LLC's agents under this Agreement or by reason of any asserted act or omission, neglect or misconduct of Space Jump, LLC or its agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

14. No Collusion. Space Jump, LLC represents that this Agreement is entered into by Space Jump, LLC without collusion on the part of Space Jump, LLC with any person or firm, without fraud and in good faith. Space Jump, LLC also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by Space Jump, LLC or any agent or representative of Space Jump, LLC to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

15. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Hobbs. The venue for actions arising out of this Agreement is Lea County, New Mexico.

16. Enforcement. Space Jump, LLC, agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

17. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18. Further Assurances and Mutual Cooperation. Each Party agrees to deliver and execute any and all notices, certificates, instruments and other such documents and take any and all actions as any Party hereto reasonably may require to carry out this Agreement and such transactions hereby contemplated, and no Party will take any action that may deprive the other Party of the enjoyment of the rights this Agreement secures. Each Party further agrees to select its own legal counsel and to retain such legal counsel at that Party's expense.

19. Severability. If any part or provision of this Agreement is found to be or becomes unenforceable or illegal for any reason, such part or provision may be modified as necessary to render this Agreement enforceable and legal. If such part or provision cannot be modified as such, the part or provision shall be severed from this Agreement, and the remaining parts and provisions of this Agreement shall remain in full force and effect.

20. Force Majeure. Neither Party shall be liable to the other Party for any failure to perform any provisions or obligations of this Agreement if such failure to perform is caused by or results directly or indirectly from Force Majeure. "Force Majeure" means

any cause beyond the reasonable control of a Party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a Party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a Party to perform its obligations under this Agreement. Nothing contained in this paragraph shall be construed to require either Party to prevent or settle a strike against its will. The Party unable to perform its obligations due to Force Majeure will provide notice to the other Party within five (5) days of it becoming aware of the Force Majeure of its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations.

21. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in the signature block of this Agreement. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

22. Assignment by Space Jump, LLC. Generally, this Agreement may not be assigned without the prior, written consent of the non-assigning Parties, and the City retains the right to determine whether any assignee is a qualifying entity pursuant to LEDA and the LEDA Ordinance. Regardless of any other provision herein, this Agreement may be assigned by Space Jump, LLC as part of a sale of all, or substantially all, of Space Jump, LLC's assets. (i) the assignee assumes, in writing, Space Jump, LLC's obligations under this Agreement, which will include (a) confirmation that the commitment of Space Jump, LLC remains in place through August 2027 (ii) Space Jump, LLC provides to the City, at least five (5) days prior to such assignment's effective date, a copy of the assignment and such confirmation of Space Jump, LLC's commitment to the City. Notwithstanding any of the foregoing, Space Jump, LLC may terminate this Agreement in the event that Space Jump, LLC sells all, or substantially all, of Space Jump, LLC's assets.

23. Miscellaneous. This Agreement binds and inures to the benefit of the City and Space Jump, LLC and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning Party. This Agreement, together with the Application, represents the entire agreement of the Parties on the subject hereof and supersedes all prior agreements or understandings between the parties, whether written or verbal. This Agreement may be amended or modified, and the performance by any Party of its obligations under this Agreement may

be waived, only in a written instrument duly executed by both Parties. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. This Agreement is governed by and is to be construed in accordance with the laws of New Mexico applicable to agreements made and to be performed in New Mexico.

24. Effective Date. This Agreement will be effective on _____ 2024.

[Signature Page Follows]

CITY OF HOBBS:

By: _____

Name: Sam D. Cobb

Title: Mayor

Date: _____

Address for notice:

City of Hobbs

200 E. Broadway

Hobbs, NM 88240

Attention: Toby Spears, Finance Director

Tel: 575-397-9235

Email: tspears@hobbsnm.org

With a copy to:

City Attorney

200 E. Broadway

Tel: (575) 397-9226

Email: vchacon@hobbsnm.org

PROJECT:

By: _____

Name: _____

Title: _____

Date: _____

Address for notice:

Attention: _____

Tel: _____

Email: _____



CITY OF HOBBS
QUALIFYING PROJECT APPLICATION

The purpose of the City of Hobbs Economic Development Strategic Plan Ordinance ("EDSP Ordinance") is to allow public support of economic projects to foster, promote, and enhance local economic development efforts while continuing to protect against unauthorized use of public money and other resources. As such, the City of Hobbs reserves the right to take any and all measures deemed necessary to ensure the contents of this application are accurately stated. Thank you for your interest in contributing to the local economy of Hobbs, New Mexico!

Please Note: Changes to the City of Hobbs' EDSP Ordinance were approved by the voters of Hobbs, New Mexico, during the regular municipal election in March of 2022. To be eligible for consideration, the proposed qualifying project must have started after April 1, 2022. Applicant businesses will have ninety (90) days from start of the qualifying project, or from their first gross receipts tax filing after start of qualifying project, whichever is later, to file their application for public funding of their qualifying project under the City of Hobbs' EDSP Ordinance.

Applicant (name of business/entity): Space Jump, llc.

Section One – Economic Development Goals

Having encouraged the support of the community and its leadership through public meetings and interviews, the City of Hobbs' EDSP Ordinance declares certain desired goals. Please mark all of the City's desired economic development goals that your proposed project meets:

- To diversify the local economy by the creation of additional jobs with the attraction of new business.
- To 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.
- To support the development of industrial/business park(s) that will be attractive to new and expanding businesses.
- 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.
- To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.
- 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.
- To increase gross receipts taxes for the City of Hobbs.

Section Two – General Target Industry

Types of businesses that meet the community's goals: Businesses that fit most or all of these criteria will be given consideration for assistance under the City of Hobbs' EDSP Ordinance. This list is not necessarily all inclusive, and should an industry fall outside of this preferred list, individual consideration may be given.

City of Hobbs considers certain types of businesses to be those that are preferred or meet the community goals. Please mark below all of the criteria specific to Hobbs, New Mexico, that your proposed project will be able to meet.

Industry that is able to take advantage of the following of Hobbs, New Mexico's comparative advantages:

- Availability of natural resources.
- Favorable climate.
- Ample, low-cost land available for development.
- Affordable housing.
- Ample availability of a skilled workforce and access to substantial infrastructure of work force development within the secondary and post-secondary level.
- Significant secondary and post-secondary educational and healthcare institutional resources.
- A positive business climate within the private and public sectors.
- Affordable and readily available energy resources.

Industry that provides exceptional benefits to the workforce of Hobbs, New Mexico:

- Pay comparative wages
- Provide benefits to foster a positive work/life balance
- Help improve the local per capita income (household income)
- Help diversify the local labor market

Section Three – Specifically Identified Target Industries

The City of Hobbs' EDSP Ordinance specifically identifies certain industries that are desirable for potential development. Please mark all of the target industries that your proposed project meets:

- The dairy industry and related businesses
- Value-added agricultural production, dairy processing, or food processing and the manufacturer of food products.

- Service firms or institutions, especially in the educational, health care, information technology, and professional service sectors.
- Relatively labor-intensive processing and assembling businesses in the manufacturing sector.
- The construction trade sector.
- Data, IT, and telecommunications enterprises.
- Nuclear waste, hazardous waste, and related opportunities.
- Energy related industry.
- Retail related industry.
- Cultural facilities.
- Warehousing, logistics, distribution, and transportation.
- Retention and expansion of business and industry.

Section Four – Possible Community Assistance

The City of Hobbs' EDSP Ordinance allows for "public support," as that term is defined by NMSA 1978, § 5-10-3(K), of qualifying projects. Please mark the specific forms of public support your proposed project is seeking at this time:

- land, buildings or other infrastructure.
- the placement of new broadband telecommunications network facilities.
- rights-of-way infrastructure, including trenching and conduit, for the placement of new broadband telecommunications network facilities.
- public works improvements essential to the location or expansion of the proposed project.
- payments for professional services contracts necessary to implement a plan or provide public support for the proposed project.
- direct loans or grants for land, buildings or infrastructure.
- technical assistance to cultural facilities.
- loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from an increment of the municipal gross receipts tax imposed at a rate not to exceed one-fourth percent and dedicated by the ordinance imposing the increment for projects.
- grants for public works infrastructure improvements essential to the location or expansion of the proposed project or subsidies to cultural facilities.

- land for a publicly held industrial park or a publicly owned cultural facility, by purchase.
- the construction of a building for use by the proposed project.

NOTE: The term "public support" does not include the purchase, lease, grant or other acquisition or conveyance of water or mineral rights.

Section Five – Criteria for Community Assistance

In deciding the eligibility for community assistance, the City of Hobbs may enlist the services of an agent, such as the Economic Development Corporation of Lea County or another agent, as needed or recommended to be the City's agent in dealing with projects and formulating recommendations to the City Commission.

For an applicant to be considered for assistance, the application may include, but is not limited to, the information outlined below (check all information that has been included in your application).

Identification information:

- Complete name and address of entity
- Organizational documentation
- List of board of directors and principal officers, with copy of the entity's organizational chart including names and titles of all principals.

Evidence of financial solvency:

- Company financial history
- If the company has a previous business history, audited financial statement (income statement and balance sheet) for the past three years
- Federal tax number, New Mexico State Taxation and Revenue number and City business license
- Projected income statement for at least three years
- The City has previously communicated with me that the following information has been deemed pertinent by the City and is included in my application packet:

Evidence of organizational capacity:

- Brief history of the entity
- Organizational chart of entity

Economic Development Project Plan (Qualifying Project):

- Preliminary description of proposed project

- Preliminary proposal of assistance requested
- The number of jobs to be created
- The types of business and jobs including a business plan
- Job training and career development plan for employees
- Compatibility with City's economic development goals including, but not limited to, gross receipts generation and/or job creation
- List of other funding resources researched by the applicant
- Financial and marketing projections
- The City has previously communicated with me that the following information has been deemed pertinent by the City and is included in my application packet:

Cost benefit analysis (Complete on this form and provide supporting documentation in packet) :

- The number and type of jobs to be created, both temporary construction jobs and permanent jobs (by New Mexico Department of Labor category)
- Pay scale of jobs
- Determination of which jobs are expected to be filled locally and which will be filled by transfer from other facilities or recruited from outside the Hobbs area
- Total payroll expected at start-up and after one year
- Anticipated impact on local tax base
- Anticipated impact on local school systems
- Anticipated impact on infrastructure

Analysis of other benefits to the Community (besides those listed above, what will your project bring to the Community):

Analysis of substantive contributions to the Community. For purposes of this section "substantive contributions" shall be of value and may include money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy.

SEE ATTACHED

Section Six – Review Criteria for Applications

- By checking this box, I, the undersigned, acknowledge and agree that the City of Hobbs and/or its agent, will use due diligence to verify all facts about the applicant seeking assistance including but not limited to:
- A. Requiring financial statements and appropriate tax records made available by the business to be reviewed in detail. This review shall be consistent with the review required of Industrial Revenue Bond applications.
 - B. Investigation to determine the validity of any claims to patent rights, trade secrets, etc.
 - C. Verification of financial data including requesting data from banks and other financial institutions that may have had previous dealings with the business seeking assistance or its principals.
 - D. Review of information pertaining to any other borrowing by the business or its principals that might affect the business's ability to repay debt or fulfill other obligations, if any, owed to the City of Hobbs.
 - E. Review of the business's plans and marketing plans proposed by the applicant including, if deemed necessary, outside professional review of technical data.
 - F. Review of the environmental and community impacts of the proposed project. Special attention will be given to the job training and career advancement programs and policies. Level of commitment of business to provide career opportunities for Hobbs area residents will be reviewed.
- By checking this box, I, the undersigned, acknowledge and agree that I shall at all times be required to cooperate fully with City in City's due diligence verification efforts. I further understand that any failure on my part to cooperate with City's verification efforts may result in my application being summarily denied at the discretion of the City. Failure to cooperate includes, but is not limited to, refusal to sign any authorizations necessary to obtain the referenced material.

Section Seven – Project Participation Agreement

- By checking this box, I, the undersigned, acknowledge and agree that in order to receive public support for my qualifying project, I shall work with the City to prepare a project participation agreement. This agreement is the formal document, which states the contribution and obligation of all parties in the economic development project. The agreement must state the following:
- A. The economic development goals of the project.
 - B. The contribution of the City and the qualifying entity.

- C. The specific measurable objectives upon which the performance review will be read.
- D. A schedule for project development and goal attainment.
- E. The security being offered for the City's investment.
- F. The procedures by which a project may be terminated and the City's investment recovered.
- G. The time period for which the City shall retain an interest in the project. Each project agreement shall have a "sunset" clause after which the City shall relinquish interest in and oversight of the project.

By checking this box, I, the undersigned, acknowledge and agree that the project participation agreement and any other pertinent information will be reviewed for formal approval by the City Commission at a public meeting. I understand that I will be required to appear at the public hearing and respond to any inquiries related to my application and/or proposed project.

By checking this box, I, the undersigned, acknowledge and agree that I shall operate in accordance with the project participation agreement for a period of time specified in the project participation agreement.

Section Eight – Investment Protection

By checking this box, I, the undersigned, understand that the City of Hobbs will provide adequate safeguards to ensure that its rights and financial commitments listed in the project participation agreement are adequately protected and recoverable in the event of default.

By checking this box, I, the undersigned, understand and agree that all investments will be made in compliance with the City of Hobbs' EDSP Ordinance and protections may include:

- A. Security provided for the City of Hobbs may be in the form of a lien, mortgage, or other indenture and pledge of the qualifying business's financial and material participation and personal cooperation to guarantee the applicant's performance pursuant to the project's goals.
- B. Any investment in streets, utilities or other public works will be made in accordance with City policy that provides security for any City investment made pursuant to the attraction of a business under the City of Hobbs' EDSP Ordinance.
- C. Provision for performance review will be established to ensure that the business is operating in accordance with its agreements with the City of Hobbs. This may include milestones, measurable goals and time limits on project development and completion. Provisions for performance review may include penalties for unsatisfactory performance.
- D. The contribution made by each party and its participation in the project will be clearly stated in the project participation agreement.
- E. There will be separate accounts for all financial dealings.
- F. An annual independent audit of the fund/account shall be required.
- G. Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of the project participation agreement, the City retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee or lessee. At its discretion, the City may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the City may reclaim its investment and enter into an agreement with the new qualifying entity.

Section Nine – Project Termination

- By checking this box, I, the undersigned, acknowledge and agree that the City of Hobbs may by ordinance terminate or revise the City of Hobbs' EDSP Ordinance. The City of Hobbs may also terminate projects developed under this plan provided the terms of any existing project participation agreements are satisfied. Any remaining monies left in the account or funds for a terminated project shall be transferred to the general fund.

[Signature Page on Next Page]

I affirm that all information contained in this City of Hobbs qualifying business application is true and accurate to the best of my knowledge. I voluntarily agree to be bound by the contents of this application along with any other documents completed in anticipation of receiving "public support" for my proposed project. I understand that the provision of "public support" is a discretionary function of the City of Hobbs City Commission and I am not guaranteed any public support for my proposed project.

Space Jump, llc.

PASSENGER CARS
 Title: DR. FARMER
 Address: 3320 W. SPENCER STREET
 MCKERS, MO, 65201
 Phone: 636-111-1111
 Fax:
 Email: 6362421111@SBC.COM

6/3/2023
Date Submitted

PLEASE BE SURE YOU HAVE ATTACHED ALL DOCUMENTS TO THIS APPLICATION. MISSING OR OMITTED DOCUMENTS MAY RESULT IN A DENIAL OF YOUR APPLICATION. ALL DOCUMENTS SUBMITTED WITH THIS APPLICATION SHALL BE DEEMED PART OF THIS APPLICATION. THANK YOU AGAIN.

*****For use by the City of Hobbs or its agent only*****

Received by: _____ Date: _____ Time: _____

Reviewed by: _____ Date: _____ Time: _____

Approved: _____ Denied: _____ More Information Needed: _____

Project Score: _____

Notes Re Proposed Project:

- _____ Contacted City to place on Commission agenda omitted?
- _____ Received agenda date?
- _____ Informed project manager of agenda date and time?
- _____ Review model project participation agreement with project manager?

Signed: _____ Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: PUBLICATION OF ORDINANCE ADOPTING A LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF HOBBS AND HTEAO/ HOLVAY LLC

DEPT. OF ORIGIN: Legal
DATE SUBMITTED: April 29, 2024
SUBMITTED BY: Valerie S. Chacon

Summary:

The City of Hobbs Commission passed a Resolution to support changes to the State of New Mexico's Municipal Local Economic Development Act funding that starts on July 1, 2021, and ends on June 30, 2030. Whereas the LEDA special revenue fund for the fiscal year 2024 has approximately \$3,361,696. This proposed ordinance is up for publication for the allocation of \$70,000.00 to HTEAO/ HOLVAY LLC. HTeaO/Holvay LLC brings a franchise drive-thru and walk-in beverage restaurant offering 26 flavors of fresh brewed broad-leaf ice tea, coffee, premium water, and ice, as well as retail products such as branded apparel.

Fiscal Impact:

Reviewed By: _____
Finance Department

LEDA special revenue fund expenditure of \$70,000.00.

Attachments:

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

The Commission should approve this ordinance for publication.

Approved For Submittal By:

Valerie S.
Chacon

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A LOCAL ECONOMIC DEVELOPMENT ACT (LEDA)
PROJECT APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF HOBBS AND
HTEAO/HOLVAY LLC

WHEREAS, The City of Hobbs Commission passed a Resolution to support changes to the State of New Mexico's Municipal Local Economic Development Act funding that starting on July 1, 2021, and ending on June 30, 2030, providing that all municipalities may use up to twenty-five percent of municipal Local Economic Development Act funding for expansion of existing retail businesses or recruitment of new retail businesses if the economic development project is not funded or financed with state government revenues; provided that no funding shall be provided to an existing retail business to relocate from another location in New Mexico if the business does not remain in its previous location in New Mexico; and

WHEREAS the City of Hobbs City Commissioners adopted the amended LEDA Ordinance on July 1, 2022; and

WHEREAS, HTeaO/Holvay LLC brings a franchise drive-thru and walk-in beverage restaurant offering 26 flavors of fresh brewed broad-leaf ice tea, coffee, premium water, and ice, as well as retail products such as branded apparel.; and

WHEREAS, the City of Hobbs City Commissioners approves the LEDA Funding in the amount of \$70,000.00 to HTeaO/Holvay LLC and agree to enter into a participation agreement with HTeaO/Holvay LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the Commission approves and adopts Local Economic Development Act funding to HTeaO/Holvay LLC in the amount of \$70,000.00.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**PROJECT PARTICIPATION AGREEMENT
CITY OF HOBBS AND HTEAO/HOLVAY LLC
LOCAL ECONOMIC DEVELOPMENT ACT PROJECT**

This Project Participation Agreement (the "Agreement") is made as of this ____ day of _____, 2024 by and between the CITY OF HOBBS, NEW MEXICO (the "City"), and HTEaO/Holvay LLC a New Mexico, LLC, with a place of business at 2319 N. Grimes St., Hobbs, New Mexico, 88240. Together, the City and HTEaO/Holvay LLC are called the "Parties," and individually, each a "Party."

WHEREAS, it is the policy of the City to aid and encourage the location of desirable business enterprises in the City and to facilitate a favorable governmental atmosphere for enriching the lives of its citizens by supporting the development of a healthy economy; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 to 5-10-13 NMSA 1978 ("LEDA"), the City has adopted Ordinance No. _____ (the "LEDA Ordinance"), approving an economic development plan for the City and authorizing the City to consider applications for economic development assistance; and

WHEREAS, HTEaO/Holvay LLC has submitted to the City an application in the form attached to this Agreement as Exhibit A proposing that, in exchange for certain LEDA assistance described below, HTEaO/Holvay LLC will undertake and complete a certain project, which is defined to include the following elements (the "Project"):

Project:

HTEaO/Holvay LLC brings a franchise drive-thru and walk-in beverage restaurant offering 26 flavors of fresh brewed broad-leaf ice tea, coffee, premium water, and ice, as well as retail products such as branded apparel.

WHEREAS, the HTEaO/Holvay LLC Application proposes that in exchange for HTEaO/Holvay LLC undertaking and completing the Project, the City funds and/or land/infrastructure contribution obtained from the City of Hobbs' LEDA Fund, pursuant to LEDA, will be used to reimburse a portion of HTEaO/Holvay LLC's expenses related to the Project, on the terms set forth herein; and

WHEREAS, the HTEaO/Holvay LLC's Application clearly demonstrates that HTEaO/Holvay LLC, by completing the Project, will be making a substantive contribution to the community, as required by the LEDA Ordinance; and

WHEREAS, LEDA and the LEDA Ordinance require the parties to enter into a Project Participation Agreement meeting the requirements of LEDA and the LEDA Ordinance; and

WHEREAS, the total amount of public money expended and the value of credit pledged in each fiscal year in which that money is expended by the City for economic development projects pursuant to LEDA does not and will not exceed ten percent of the general fund expenditures of the City in that fiscal year; and

WHEREAS, the City adopted Ordinance No. _____ on _____, 2024 (the “_____ Ordinance”) (i) finding that HTeaO/Holvay LLC is a qualifying entity as defined in Section 5-10-3(G) NMSA, (ii) approving HTeaO/Holvay LLC’s Application for assistance with the Project pursuant to the LEDA Ordinance, which Application proposed that the City direct up to \$70,000.00 or the amount approved by the City of Hobbs Commission in funds to be committed by the City (the “City Contribution”), all to finance certain statutorily eligible expenses of the Project consisting of reimbursement for the leasing, renovation and improvement of the Facility, and (iii) approving this Agreement.

NOW, THEREFORE, in consideration of these premises and the agreements by the parties set forth herein, HTeaO/Holvay LLC, and the City further agree as follows:

1. Goals and Objectives. The goals and objectives of the Project are to create and support an economic development project that fosters, promotes, and enhances local economic development efforts. The goal is that the Project will provide job growth and career opportunities for Hobbs-area residents and otherwise make a substantive contribution to the community as set forth in this Agreement and in the HTeaO/Holvay LLC’s Application.

2. The City Contribution. Pursuant to the Project Ordinance and the LEDA Ordinance, the City has committed the amount of \$70,000.00, or the amount approved by the City of Hobbs Commission in connection with the Project. As required by the LEDA Ordinance, the City will deposit the proceeds of the City Contribution into a clearly identified separate account, which account will be subject to an annual independent audit. The term of this agreement is for two (2) years.

City funds will be dispensed in year one: November 10, 2024, upon proper filing of the months July through September Gross Receipt Tax, dispensed on February 10, 2025, upon proper filing for months October through December Gross Receipt Tax, dispensed on May 10, 2025, upon proper filings for months January through March, dispensed on August 10, 2025, upon proper filing for months April through June Gross Receipt Tax.

City funds will be dispensed in year two: dispensed on November 10, 2025, upon proper filing for months July through September Gross Receipt Tax, dispensed on February 10, 2026, upon

proper filings for months October through December, dispensed on May 10, 2026, upon proper filing for months January through March Gross Receipt Tax and dispensed on August 10, 2026, upon the proper filings for April through June Gross Receipt Tax.

3. Annual Revenue.

A. HTeaO/Holvay LLC, must produce an annual revenue of \$1,314,554.00 a year for two years, starting in July 2024 through June 2026. (year measurement is from July 1st to June 30th)

4. Job Creation and Growth.

A. Job creation and growth. HTeaO/Holvay LLC shall create new jobs and grow its workforce annually or, in the alternative, increase salary and benefits annually. The City of Hobbs is invested in new job creation and growth and will monitor HTeaO/Holvay LLC on an annual basis. Employee's quarterly wage and contribution report ES903A must be filed and provided to the City 10 days after filing.

5. Performance.

A. On August 10, 2025, if HTeaO/Holvay LLC does not meet the requirement of annual revenue of \$1,314,554.00 in the first year (year measurement is from July 1st to June 30th) the agreement will terminate. If HTeaO/Holvay LLC does not meet the requirement in the following years, the agreement will terminate in that proposed year. HTeaO/Holvay LLC must submit its quarterly New Mexico Gross Receipt Tax Return to the City on the first of every month before disbursement.

B. The "Clawback Penalty"; a Clawback Penalty will not be warranted. The City and HTeaO/Holvay LLC, are entering into an agreement in which HTeaO/Holvay LLC will only receive the portion paid into local gross receipt taxes. At the year mark on August 2025 (year measurement is from July 1st to June 30th) and on this month every year until 2026, if HTeaO/Holvay LLC, does not meet the minimum qualification of the minimum annual revenue of \$1,314,554.00, the agreement will terminate, and the next quarter of Gross Receipt Taxes will not be dispersed to HTeaO/Holvay LLC.

If the City determines that Business Climate Changes affect HTeaO/Holvay LLC's ability to maintain employment levels, it may waive or modify this agreement, but only related to the City Contribution, and the City shall determine as to any potential waiver.

6. Security. To secure the performance of its obligations under this Agreement, HTeaO/Holvay LLC will not need to submit a security bond to the City, for the City will only disperse and allocate funds to HTeaO/Holvay LLC, after local Gross Receipt Taxes have been received.

7. Events of Default and Remedies.

A. Failure to Comply with Obligations. HTeaO/Holvay LLC's failure to comply with any obligation under this Agreement, such as failure to meet annual revenue, shall be an Event of Default. Notwithstanding the foregoing, failure to meet employee projections or wage and benefit projections shall not be considered an Event of Default.

B. Notice of Event of Default. If any Event of Default occurs, the City Finance Department shall notify HTeaO/Holvay LLC in writing, specifying the alleged failure's nature and, where appropriate, how the alleged failure may be cured. HTeaO/Holvay LLC shall have thirty (30) days after notice to cure said Default. If the Default is not cured, this agreement shall terminate.

8. Annual Reporting Requirement, Performance Review and Termination.

Annually (beginning in 2025), on or before August 10th or other date specified by the City, Space Jump, LLC will provide to the City data for the previous calendar year regarding its workforce and such other information necessary for the City or its independent contractor to determine whether Space Jump, LLC has met its obligations under this Agreement. The Project will be subject to an annual performance review conducted by City staff, which will evaluate whether the Project is attaining the goals and objectives set forth in Section 1, 3 or 5 of this Agreement.

A. If the performance goals of section 1, 3 or 5 are not being attained, the City Manager is granted the authority by the City Commission to terminate the agreement, as described in Section 7 B of this agreement.

B. In addition, pursuant to LEDA, the City may enact an ordinance terminating the LEDA Ordinance and dissolving or terminating any or all projects. In the event that the City terminates the LEDA Ordinance or this Agreement, the City will specify the disposition of all assets and obligations of the Project after satisfying this Agreement and all rights of the parties arising under this Agreement through the date of such termination.

9. Dispute Resolution. The parties will work in good faith to resolve any disputes that arise hereunder. In the event of a dispute between the parties, the Chief Executive Officer of HTeaO/Holvay LLC, or his/her designee, and the Director or Deputy Director of the City's Finance Department shall meet and attempt in good faith to resolve the dispute. If they are unable to resolve the dispute, the President of HTeaO/Holvay LLC and the City Manager shall meet and attempt in good faith to resolve the dispute. Nothing contained in this Agreement constitutes a waiver of any Party's right to seek judicial relief.

10. Discrimination Prohibited. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color,

religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

11. ADA Compliance. In performing the Services required hereunder, HTeaO/Holvay LLC agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (ADA), which are imposed directly on HTeaO/Holvay LLC or which would be imposed on the City as a public entity. HTeaO/Holvay LLC agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of HTeaO/Holvay LLC or its agents in violation of the ADA.

12. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of HTeaO/Holvay LLC's records with respect to all matters covered by this Agreement. HTeaO/Holvay LLC shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

13. Indemnity. HTeaO/Holvay LLC agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by HTeaO/Holvay LLC or HTeaO/Holvay LLC's agents under this Agreement or by reason of any asserted act or omission, neglect or misconduct of HTeaO/Holvay LLC or its agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

14. No Collusion. HTeaO/Holvay LLC represents that this Agreement is entered into by HTeaO/Holvay LLC without collusion on the part of HTeaO/Holvay LLC with any person or firm, without fraud and in good faith. HTeaO/Holvay LLC also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by HTeaO/Holvay LLC or any agent or representative of HTeaO/Holvay LLC to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

15. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the

laws, rules and regulations of the City of Hobbs. The venue for actions arising out of this Agreement is Lea County, New Mexico.

16. Enforcement. HTeaO/Holvay LLC, agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

17. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18. Further Assurances and Mutual Cooperation. Each Party agrees to deliver and execute any and all notices, certificates, instruments and other such documents and take any and all actions as any Party hereto reasonably may require to carry out this Agreement and such transactions hereby contemplated, and no Party will take any action that may deprive the other Party of the enjoyment of the rights this Agreement secures. Each Party further agrees to select its own legal counsel and to retain such legal counsel at that Party's expense.

19. Severability. If any part or provision of this Agreement is found to be or becomes unenforceable or illegal for any reason, such part or provision may be modified as necessary to render this Agreement enforceable and legal. If such part or provision cannot be modified as such, the part or provision shall be severed from this Agreement, and the remaining parts and provisions of this Agreement shall remain in full force and effect.

20. Force Majeure. Neither Party shall be liable to the other Party for any failure to perform any provisions or obligations of this Agreement if such failure to perform is caused by or results directly or indirectly from Force Majeure. "Force Majeure" means any cause beyond the reasonable control of a Party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a Party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a Party to perform its obligations under this Agreement. Nothing contained in this paragraph shall be construed to require either Party to prevent or settle a strike against its will. The Party unable to perform its obligations due to Force Majeure will provide notice to the other Party within five (5) days of it becoming aware of the Force Majeure of its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations.

21. Notice. All notices or other written communications, including requests for

disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in the signature block of this Agreement. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

22. Assignment by HTeaO/Holvay LLC. Generally, this Agreement may not be assigned without the prior, written consent of the non-assigning Parties, and the City retains the right to determine whether any assignee is a qualifying entity pursuant to LEDA and the LEDA Ordinance. Regardless of any other provision herein, this Agreement may be assigned by HTeaO/Holvay LLC as part of a sale of all, or substantially all, of HTeaO/Holvay LLC's assets. (i) the assignee assumes, in writing, HTeaO/Holvay LLC's obligations under this Agreement, which will include (a) confirmation that the commitment of HTeaO/Holvay LLC remains in place through August 2027 (ii) HTeaO/Holvay LLC provides to the City, at least five (5) days prior to such assignment's effective date, a copy of the assignment and such confirmation of HTeaO/Holvay LLC's commitment to the City. Notwithstanding any of the foregoing, HTeaO/Holvay LLC may terminate this Agreement in the event that HTeaO/Holvay LLC sells all, or substantially all, of HTeaO/Holvay LLC's assets.

23. Miscellaneous. This Agreement binds and inures to the benefit of the City and HTeaO/Holvay LLC and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning Party. This Agreement, together with the Application, represents the entire agreement of the Parties on the subject hereof and supersedes all prior agreements or understandings between the parties, whether written or verbal. This Agreement may be amended or modified, and the performance by any Party of its obligations under this Agreement may be waived, only in a written instrument duly executed by both Parties. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. This Agreement is governed by and is to be construed in accordance with the laws of New Mexico applicable to agreements made and to be performed in New Mexico.

24. Effective Date. This Agreement will be effective on _____ 2024. (the "Effective Date").

[Signature Page Follows]

CITY OF HOBBS:

By: _____
Name: _____
Title: _____
Date: _____

Address for notice:

City of Hobbs
200 E. Broadway
Hobbs, NM 88240
Attention: _____
Tel: _____
Email: _____

With a copy to:

City Attorney
200 E. Broadway
Tel: (575) 397-9226
Email: vchacon@hobbsnm.org

PROJECT:

By: _____
Name: _____
Title: _____
Date: _____

Address for notice:

Attention: _____
Tel: _____
Email _____



CITY OF HOBBS

QUALIFYING PROJECT APPLICATION

The purpose of the City of Hobbs Economic Development Strategic Plan Ordinance (“EDSP Ordinance”) is to allow public support of economic projects to foster, promote, and enhance local economic development efforts while continuing to protect against unauthorized use of public money and other resources. As such, the City of Hobbs reserves the right to take any and all measures deemed necessary to ensure the contents of this application are accurately stated. Thank you for your interest in contributing to the local economy of Hobbs, New Mexico!

Please Note: Changes to the City of Hobbs’ EDSP Ordinance were approved by the voters of Hobbs, New Mexico, during the regular municipal election in March of 2022. To be eligible for consideration, the proposed qualifying project must have started after April 1, 2022. Applicant businesses will have ninety (90) days from start of the qualifying project, or from their first gross receipts tax filing after start of qualifying project, whichever is later, to file their application for public funding of their qualifying project under the City of Hobbs’ EDSP Ordinance.

Applicant (name of business/entity): Holvay LLC

Section One – Economic Development Goals

Having encouraged the support of the community and its leadership through public meetings and interviews, the City of Hobbs’ EDSP Ordinance declares certain desired goals. Please mark all of the City’s desired economic development goals that your proposed project meets:

- To diversify the local economy by the creation of additional jobs with the attraction of new business.
- To 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.
- To support the development of industrial/business park(s) that will be attractive to new and expanding businesses.
- 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.
- To encourage cooperation between the public and private sectors as they assist in the creation of new jobs.
- 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.
- To increase gross receipts taxes for the City of Hobbs.

Section Two – General Target Industry

Types of businesses that meet the community's goals: Businesses that fit most or all of these criteria will be given consideration for assistance under the City of Hobbs' EDSP Ordinance. This list is not necessarily all inclusive, and should an industry fall outside of this preferred list, individual consideration may be given.

City of Hobbs considers certain types of businesses to be those that are preferred or meet the community goals. Please mark below all of the criteria specific to Hobbs, New Mexico, that your proposed project will be able to meet.

Industry that is able to take advantage of the following of Hobbs, New Mexico's comparative advantages:

- Availability of natural resources.
- Favorable climate.
- Ample, low-cost land available for development.
- Affordable housing.
- Ample availability of a skilled workforce and access to substantial infrastructure of work force development within the secondary and post-secondary level.
- Significant secondary and post-secondary educational and healthcare institutional resources.
- A positive business climate within the private and public sectors.
- Affordable and readily available energy resources.

Industry that provides exceptional benefits to the workforce of Hobbs, New Mexico:

- Pay comparative wages
- Provide benefits to foster a positive work/life balance
- Help improve the local per capita income (household income)
- Help diversify the local labor market

Section Three – Specifically Identified Target Industries

The City of Hobbs' EDSP Ordinance specifically identifies certain industries that are desirable for potential development. Please mark all of the target industries that your proposed project meets:

- The dairy industry and related businesses
- Value-added agricultural production, dairy processing, or food processing and the manufacturer of food products.

- Service firms or institutions, especially in the educational, health care, information technology, and professional service sectors.
- Relatively labor-intensive processing and assembling businesses in the manufacturing sector.
- The construction trade sector.
- Data, IT, and telecommunications enterprises.
- Nuclear waste, hazardous waste, and related opportunities.
- Energy related industry.
- Retail related industry.
- Cultural facilities.
- Warehousing, logistics, distribution, and transportation.
- Retention and expansion of business and industry.

Section Four – Possible Community Assistance

The City of Hobbs' EDSP Ordinance allows for "public support," as that term is defined by NMSA 1978, § 5-10-3(K), of qualifying projects. Please mark the specific forms of public support your proposed project is seeking at this time:

- land, buildings or other infrastructure.
- the placement of new broadband telecommunications network facilities.
- rights-of-way infrastructure, including trenching and conduit, for the placement of new broadband telecommunications network facilities.
- public works improvements essential to the location or expansion of the proposed project.
- payments for professional services contracts necessary to implement a plan or provide public support for the proposed project.
- direct loans or grants for land, buildings or infrastructure.
- technical assistance to cultural facilities.
- loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived from an increment of the municipal gross receipts tax imposed at a rate not to exceed one-fourth percent and dedicated by the ordinance imposing the increment for projects.
- grants for public works infrastructure improvements essential to the location or expansion of the proposed project or subsidies to cultural facilities.

- land for a publicly held industrial park or a publicly owned cultural facility, by purchase.
- the construction of a building for use by the proposed project.

NOTE: The term “public support” does not include the purchase, lease, grant or other acquisition or conveyance of water or mineral rights.

Section Five – Criteria for Community Assistance

In deciding the eligibility for community assistance, the City of Hobbs may enlist the services of an agent, such as the Economic Development Corporation of Lea County or another agent, as needed or recommended to be the City’s agent in dealing with projects and formulating recommendations to the City Commission.

For an applicant to be considered for assistance, the application may include, but is not limited to, the information outlined below (check all information that has been included in your application).

Identification information:

- Complete name and address of entity
- Organizational documentation
- List of board of directors and principal officers, with copy of the entity’s organizational chart including names and titles of all principals.

Evidence of financial solvency:

- Company financial history
- If the company has a previous business history, audited financial statement (income statement and balance sheet) for the past three years
- Federal tax number, New Mexico State Taxation and Revenue number and City business license
- Projected income statement for at least three years
- The City has previously communicated with me that the following information has been deemed pertinent by the City and is included in my application packet:

Evidence of organizational capacity:

- Brief history of the entity
- Organizational chart of entity

Economic Development Project Plan (Qualifying Project):

- Preliminary description of proposed project

- Preliminary proposal of assistance requested
- The number of jobs to be created
- The types of business and jobs including a business plan
- Job training and career development plan for employees
- Compatibility with City's economic development goals including, but not limited to, gross receipts generation and/or job creation
- List of other funding resources researched by the applicant
- Financial and marketing projections
- The City has previously communicated with me that the following information has been deemed pertinent by the City and is included in my application packet:

Cost benefit analysis (Complete on this form and provide supporting documentation in packet) :

- The number and type of jobs to be created, both temporary construction jobs and permanent jobs (by New Mexico Department of Labor category)
- Pay scale of jobs
- Determination of which jobs are expected to be filled locally and which will be filled by transfer from other facilities or recruited from outside the Hobbs area
- Total payroll expected at start-up and after one year
- Anticipated impact on local tax base
- Anticipated impact on local school systems
- Anticipated impact on infrastructure

Analysis of other benefits to the Community (besides those listed above, what will your project bring to the Community):

To provide healthy, tea related products in a fun and clean environment while developing and empowering people for a greater purpose

Analysis of substantive contributions to the Community. For purposes of this section “substantive contributions” shall be of value and may include money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy.

Providing job opportunities, 2% of gross receipts to local charities, 2% of gross receipts to local advertising firm

Section Six – Review Criteria for Applications

- By checking this box, I, the undersigned, acknowledge and agree that the City of Hobbs and/or its agent, will use due diligence to verify all facts about the applicant seeking assistance including but not limited to:
- A. Requiring financial statements and appropriate tax records made available by the business to be reviewed in detail. This review shall be consistent with the review required of Industrial Revenue Bond applications.
 - B. Investigation to determine the validity of any claims to patent rights, trade secrets, etc.
 - C. Verification of financial data including requesting data from banks and other financial institutions that may have had previous dealings with the business seeking assistance or its principals.
 - D. Review of information pertaining to any other borrowing by the business or its principals that might affect the business’s ability to repay debt or fulfill other obligations, if any, owed to the City of Hobbs.
 - E. Review of the business’s plans and marketing plans proposed by the applicant including, if deemed necessary, outside professional review of technical data.
 - F. Review of the environmental and community impacts of the proposed project. Special attention will be given to the job training and career advancement programs and policies. Level of commitment of business to provide career opportunities for Hobbs area residents will be reviewed.

- By checking this box, I, the undersigned, acknowledge and agree that I shall at all times be required to cooperate fully with City in City’s due diligence verification efforts. I further understand that any failure on my part to cooperate with City’s verification efforts may result in my application being summarily denied at the discretion of the City. Failure to cooperate includes, but is not limited to, refusal to sign any authorizations necessary to obtain the referenced material.

Section Seven – Project Participation Agreement

- By checking this box, I, the undersigned, acknowledge and agree that in order to receive public support for my qualifying project, I shall work with the City to prepare a project participation agreement. This agreement is the formal document, which states the contribution and obligation of all parties in the economic development project. The agreement must state the following:
- A. The economic development goals of the project.
 - B. The contribution of the City and the qualifying entity.

- C. The specific measurable objectives upon which the performance review will be read.
- D. A schedule for project development and goal attainment.
- E. The security being offered for the City's investment.
- F. The procedures by which a project may be terminated and the City's investment recovered.
- G. The time period for which the City shall retain an interest in the project. Each project agreement shall have a "sunset" clause after which the City shall relinquish interest in and oversight of the project.

By checking this box, I, the undersigned, acknowledge and agree that the project participation agreement and any other pertinent information will be reviewed for formal approval by the City Commission at a public meeting. I understand that I will be required to appear at the public hearing and respond to any inquiries related to my application and/or proposed project.

By checking this box, I, the undersigned, acknowledge and agree that I shall operate in accordance with the project participation agreement for a period of time specified in the project participation agreement.

Section Eight – Investment Protection

By checking this box, I, the undersigned, understand that the City of Hobbs will provide adequate safeguards to ensure that its rights and financial commitments listed in the project participation agreement are adequately protected and recoverable in the event of default.

By checking this box, I, the undersigned, understand and agree that all investments will be made in compliance with the City of Hobbs' EDSP Ordinance and protections may include:

- A. Security provided for the City of Hobbs may be in the form of a lien, mortgage, or other indenture and pledge of the qualifying business's financial and material participation and personal cooperation to guarantee the applicant's performance pursuant to the project's goals.
- B. Any investment in streets, utilities or other public works will be made in accordance with City policy that provides security for any City investment made pursuant to the attraction of a business under the City of Hobbs' EDSP Ordinance.
- C. Provision for performance review will be established to ensure that the business is operating in accordance with its agreements with the City of Hobbs. This may include milestones, measurable goals and time limits on project development and completion. Provisions for performance review may include penalties for unsatisfactory performance.
- D. The contribution made by each party and its participation in the project will be clearly stated in the project participation agreement.
- E. There will be separate accounts for all financial dealings.
- F. An annual independent audit of the fund/account shall be required.
- G. Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of the project participation agreement, the City retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee or lessee. At its discretion, the City may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the City may reclaim its investment and enter into an agreement with the new qualifying entity.

Section Nine – Project Termination

- By checking this box, I, the undersigned, acknowledge and agree that the City of Hobbs may by ordinance terminate or revise the City of Hobbs' EDSP Ordinance. The City of Hobbs may also terminate projects developed under this plan provided the terms of any existing project participation agreements are satisfied. Any remaining monies left in the account or funds for a terminated project shall be transferred to the general fund.

[Signature Page on Next Page]

I affirm that all information contained in this City of Hobbs qualifying business application is true and accurate to the best of my knowledge. I voluntarily agree to be bound by the contents of this application along with any other documents completed in anticipation of receiving "public support" for my proposed project. I understand that the provision of "public support" is a discretionary function of the City of Hobbs City Commission and I am not guaranteed any public support for my proposed project.

Holvay LLC

10/12/23

Date Submitted

[Redacted]

Title: Holvay LLC
Address: PO box 2185
Phone: 856-790-3083
Fax:
Email: store309@htea.com

PLEASE BE SURE YOU HAVE ATTACHED ALL DOCUMENTS TO THIS APPLICATION. MISSING OR OMITTED DOCUMENTS MAY RESULT IN A DENIAL OF YOUR APPLICATION. ALL DOCUMENTS SUBMITTED WITH THIS APPLICATION SHALL BE DEEMED PART OF THIS APPLICATION. THANK YOU AGAIN.

*****For use by the City of Hobbs or its agent only*****

Received by: _____ Date: _____ Time: _____

Reviewed by: _____ Date: _____ Time: _____

Approved: _____ Denied: _____ More Information Needed: _____

Project Score: _____

Notes Re Proposed Project:

- _____ Contacted City to place on Commission agenda omitted?
- _____ Received agenda date?
- _____ Informed project manager of agenda date and time?
- _____ Review model project participation agreement with project manager?

Signed: _____ Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: PUBLICATION OF AN ORDINANCE AMENDING CHAPTER 5.06 OF THE HOBBS MUNICIPAL CODE FOR THE POSSESSION, CULTIVATION, MANUFACTURE AND SALE OF CANNABIS

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: April 30, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary: On October 4, 2021, the City Commission adopted Ordinance No. 1133 (Cannabis Regulation Ordinance), which set forth the time, place and manner rules for cannabis establishments in Hobbs, New Mexico. The Cannabis Regulation Ordinance complies with House Bill (HB) 2, now codified as NMSA 1978, Section 26-2C-1, et seq. Along with the time, place, and manner rules, the local jurisdiction may allow for in section 12 subsection (2) the smoking, vaporizing, and ingesting of cannabis products within indoor or outdoor cannabis consumption areas. The local municipality has the authority to define "consumption area." This proposed amendment clarifies the definition of cannabis consumption areas as only indoor consumption areas.

Pursuant to NMSA 1978, § 3-17-3, publication of this proposed ordinance is required at least two weeks prior to consideration for final adoption by the City Commission.

Fiscal Impact: Reviewed By: Finance Department
There is no direct fiscal impact for this ordinance. Any gross receipts taxes (GRT) derived from the production, manufacture and sale of cannabis shall be distributed to the City of Hobbs pursuant to NMSA 1978, Section 7-1-6.4.

Attachments: Ordinance

Legal Review: Approved As To Form: Valerie S. Chacon City Attorney

Recommendation: The Commission should consider the publication of this Ordinance.

Approved For Submittal By: Valerie S. Chacon Department Director City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5.06 OF THE HOBBS MUNICIPAL CODE FOR THE POSSESSION, CULTIVATION, MANUFACTURE AND SALE OF CANNABIS

WHEREAS, on October 4, 2021, the City Commission adopted Ordinance No. 1133, the City of Hobbs Cannabis Regulation Ordinance, which authorized the City of Hobbs to exercise the authority granted to it by the Cannabis Regulation Act (NMSA 1978, §§ 26-2C-1 through 26-2C-42), to control and restrict the cultivation, manufacture and sale of cannabis and cannabis-derived products in Hobbs, New Mexico; and

WHEREAS, in NMSA 1978, §§ 26-2C-12, a local jurisdiction has the authority to define cannabis consumption area where smoking, vaporizing, and ingesting of cannabis products may occur; and

WHEREAS, the City Commission intends to clearly define cannabis consumption area in Chapter 5.06.020 as "Cannabis consumption area" means an indoor area where cannabis products may be served and consumed; and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 5.06, is hereby amended as more specifically described as follows:

Chapter 5.06 POSSESSION, CULTIVATION, MANUFACTURE AND SALE OF CANNABIS

5.06.020 Definitions.

Unless otherwise defined below, terms used in the Cannabis Regulation Ordinance shall have the same meanings as set forth in the Cannabis Regulation Act (NMSA 1978, Section 26-2C-1, et seq.) and the Lynn and Erin Compassionate Use Act. The following terms shall have the meanings respectively ascribed to them by this subsection:

"Applicant" means any person who is seeking to become licensed pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or rules adopted by the New Mexico Regulation and Licensing Department and who is seeking to establish a cannabis establishment within the municipal boundaries of Hobbs, New Mexico.

"Cannabis" means all parts of the plant genus Cannabis containing delta-9-tetrahydrocannabinol concentration of more than three-tenths (3/10) percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and does not include:

1. The mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or
2. The weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product.

"Cannabis consumption area" means an indoor area where cannabis products may be served and consumed.

"Cannabis establishment" means:

1. A cannabis testing laboratory;
2. A cannabis manufacturer;
3. A cannabis producer;
4. A cannabis retailer;
5. A cannabis research laboratory;
6. A vertically integrated cannabis establishment;
7. A cannabis producer microbusiness; or
8. An integrated cannabis microbusiness.

"Cannabis extract" means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division and does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product.

"Cannabis manufacturer" means a person that:

1. Manufactures cannabis products;
2. Packages cannabis products; and
3. Has cannabis products tested by a cannabis testing laboratory; or
4. Purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments.

"Cannabis producer" means a person that:

1. Cultivates cannabis plants;
2. Has unprocessed cannabis products tested by a cannabis testing laboratory;
3. Transports unprocessed cannabis products only to other cannabis establishments; or
4. Sells cannabis products wholesale.

"Cannabis producer microbusiness" means a cannabis producer at a single licensed premises that possesses no more than two hundred (200) total mature cannabis plants at any one time.

"Cannabis product" means a product that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients.

"Cannabis research laboratory" means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses.

"Cannabis retailer" means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

"Cannabis testing laboratory" means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing.

"Cannabis waste" means all parts of the genus Cannabis which may or may not contain delta-9-tetrahydrocannabinol concentration of more than three-tenths (3/10) percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination which has been designated as no longer usable cannabis.

"Commercial cannabis activity" means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, and sale or consignment of cannabis products and does not include activities related only to the medical cannabis program.

"Consumer" means a person twenty-one (21) years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

"Department" means the regulation and licensing department of the State of New Mexico.

"Director" means the executive director of the cannabis control division.

"Division" means the cannabis control division of the department.

"Facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products.

"Integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

1. Production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred (200) total mature cannabis plants at any one time;
2. Manufacture of cannabis products at a single licensed premises;
3. Sales and transportation of only cannabis products produced or manufactured by that person;
4. Operation of only one (1) retail establishment; and
5. Couriers of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to customers.

"Law enforcement" means the Hobbs Police Department, the divisions of the Hobbs Police Department, and the individual officers and enforcement personnel of the Hobbs Police Department.

"Licensed premises" means a location that is licensed pursuant to the Cannabis Regulation Act and includes:

1. All enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;
2. All areas outside of a building specifically included in the license for the production, manufacturing, wholesale or retail sale of cannabis products; and
3. With respect to a location specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy.

"Licensee" means any person who holds a license issued by the division pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules.

"Limited-access area" means an indoor or outdoor area on the premises of a licensed cannabis establishment where cannabis products are cultivated, stored or held, weighed, packaged, manufactured, disposed or wasted, all point-of-sale (POS) areas, and any room or area storing a digital video surveillance system storage device.

"Manufacture" means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product.

"Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, or any other legal or commercial entity.

"Produce" means to engage in any activity related to the planting or cultivation of cannabis.

"Public place" means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation.

"Retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers.

"Security alarm system" means any device or series of devices capable of alerting law enforcement, including, but not limited to, a signal system interconnected with a radio frequency method such as cellular, private radio signals, or other mechanical or electronic device used to detect or report an emergency or unauthorized intrusion.

"Vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

1. A cannabis courier;
2. A cannabis manufacturer;
3. A cannabis producer; and
4. A cannabis retailer.

"Waste" or "wastage" means the process of rendering cannabis or cannabis products unusable and unrecognizable, including the destruction of cannabis or cannabis products.

(Ord. No. 1133 , 10-4-2021)

PASSED, ADOPTED AND APPROVED this ____ day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2024

SUBJECT: Memorandum of Agreement with Hobbs Municipal School for the Grant of Funds to be used for the Construction of Public Infrastructure adjacent to College Lane Elementary

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: April 28th, 2024
SUBMITTED BY: Todd Randall, Engineering Dept

Summary:

This Resolution authorizes the Mayor to execute a Memorandum of Agreement with the Hobbs Municipal Schools detailing the terms and responsibilities for each party regarding a fiscal contribution from the City of Hobbs in the amount of \$350,000 to go towards construction of Public Roadway and Utility infrastructure adjacent to Hobbs Municipal Schools.

Fiscal Impact:

Reviewed By:

Digitally signed by Toby Spears, CFE, CFA
DN: cn=Toby Spears, CFE, CFA, o=City of Hobbs, ou=Finance
Director, email=tospears@hobbsnm.org, c=US
Date: 2024.04.29 16:09:45 -0600

Finance Department

44-4044-44901-00073 Infrastructure Fund
Available Funding: \$1,027,958.28
Expense: \$350,000

City Participation is approximately 25% of the Public Roadway and Utility Infrastructure to be completed with the College Lane Elementary Improvements

Attachments:

Resolution, Memorandum of Agreement

Legal Review:

Approved As To Form:

/s/ Valerie Chacon
City Attorney

Recommendation:

Consider and approve the Resolution for the Mayor to execute resolution and MOA

Approved For Submittal By:
TODD RANDALL
Department Director
City Manager

Digitally signed by TODD RANDALL
DN: c=US, E=t.randall@hobbsnm.org,
o=CITY OF HOBBS, ou=Engineering
Dept, cn=TODD RANDALL
Location: City Hall
Reason: I am approving this document
Contact Info: 505-387-2927
Date: 2024.05.06 09:00

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

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

CITY OF HOBBS

RESOLUTION NO. 7473

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH HOBBS MUNICIPAL SCHOOLS FOR THE GRANT OF FUNDS TO BE USED FOR THE CONSTRUCTION OF PUBLIC ROADWAY AND UTILITY INFRASTRUCTURE ADJACENT TO COLLEGE LANE ELEMENTARY

WHEREAS, the City of Hobbs has offered, via a Memorandum of Agreement (“MOA”), desires to participate in the construction costs of public infrastructure adjacent to College Lane Elementary; and

WHEREAS, the City of Hobbs desires to grant the Hobbs Municipal Schools \$350,000.00, to go towards the construction improvements; and

WHEREAS, under the terms of the MOA, the City of Hobbs will use the grant funds by June 30, 2025, and any unused grant funds will be returned to the Hobbs Municipal Schools by July 21, 2025; and

WHEREAS, the Hobbs Municipal Schools shall use the grant funds for the construction costs related to the construction of Public Roadway and Utility Infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Agreement with the Hobbs Municipal Schools for the grant of funds by the City of Hobbs to be used for the construction of Public Roadway and Utility Infrastructure.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF HOBBS AND
THE HOBBS MUNICIPAL SCHOOLS
FOR COLLEGE LN IMPROVEMENTS**

This Memorandum of Agreement is made on the date of the signatures below by and between the City of Hobbs (hereinafter "City") and the Hobbs Municipal Schools (hereinafter "Schools").

PURPOSE

The purpose of this Memorandum of Agreement is to memorialize the terms and agreement, between City and Schools regarding City's grant of \$350,000.00 for expenses related to the construction of roadway and utility public infrastructure adjacent to College Lane Elementary.

WHEREAS, at the City's Commission meeting on May 6, 2024, the City approved Memorandum of Agreement; and

WHEREAS, at the Schools Board Meeting, on _____, 2024, the Schools approved the Memorandum of Agreement; and

WHEREAS, the City wishes to accept the funds for expenses related to the construction of two Pedestrian Hybrid Crosswalk Signals.

AGREEMENT

1. The City will provide a grant of \$350,000.00 to the School.
2. The School will use the grant funds for construction of public roadway and utility infrastructure as shown on College Lane Elementary Improvements Construction Plans (Exhibit A attached).
3. The School will use the grant funds by June 30, 2025.
4. The City will return any unused portion of the grant funds to the Schools by July 31, 2025.

SOVEREIGN IMMUNITY

City and Schools 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 this Memorandum of Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to City and Schools 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 Memorandum of Agreement that it is not intended by any of the provisions of any part of the Memorandum of Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Memorandum of Agreement to maintain, pursuant to the provisions of the Memorandum of 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 Schools shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or June 30, 2025, whichever occurs first.

SEVERABILITY

If any provision of this Memorandum of Agreement 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 Agreement 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.

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the City and Schools and may be modified only in writing signed by both Parties. Amendments and alterations to this Memorandum of Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

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

EFFECTIVE DATE

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

**ATTEST:
CITY OF HOBBS**

BY: _____
Sam D. Cobb,
Mayor

Date: _____

**ATTEST:
HOBBS MUNICIPAL SCHOOLS**

BY: _____
Peggy Appleton,
President

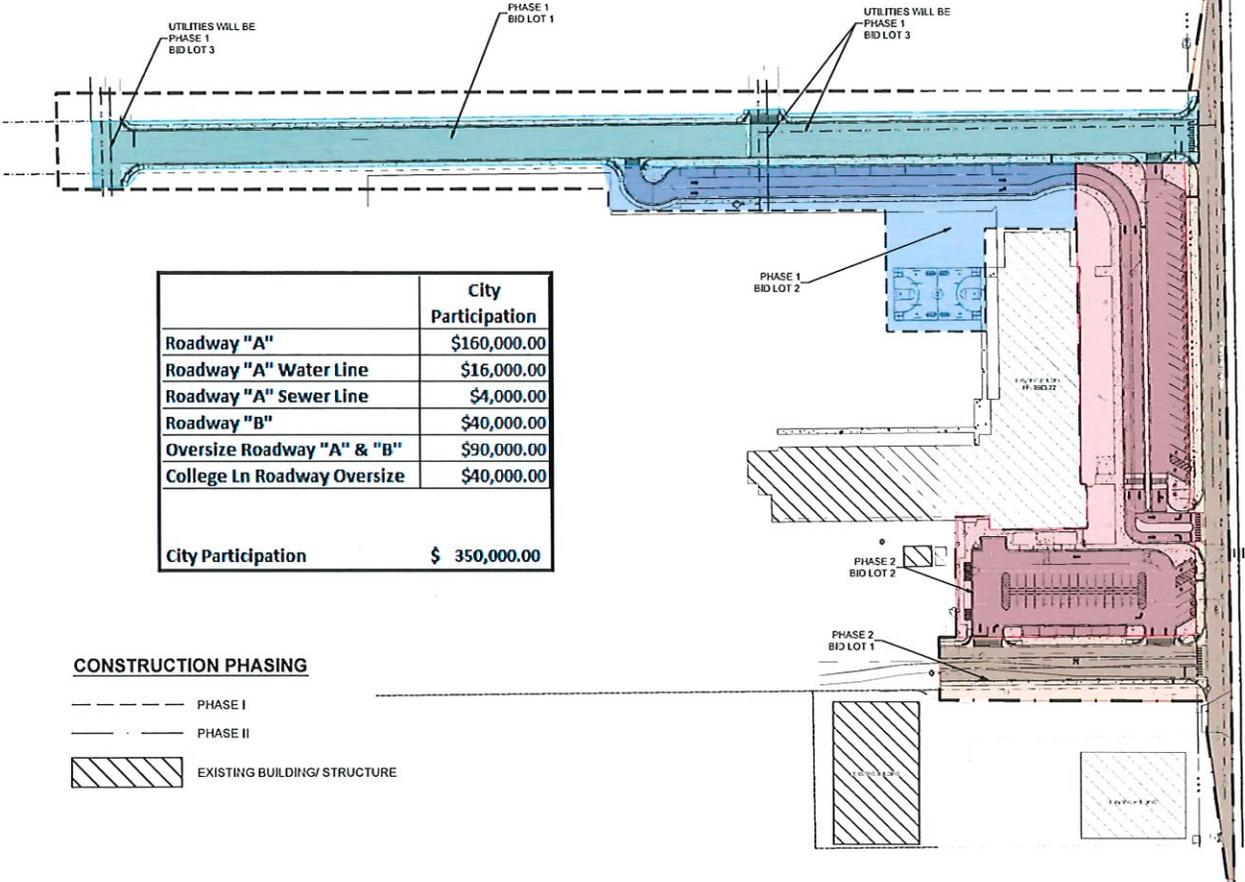
Date: _____

Approved as to Form

BY: /s/ Valerie Chacon
Valerie Chacon
City Attorney

Date: 4/29/2024

EXHIBIT A



	City Participation
Roadway "A"	\$160,000.00
Roadway "A" Water Line	\$16,000.00
Roadway "A" Sewer Line	\$4,000.00
Roadway "B"	\$40,000.00
Oversize Roadway "A" & "B"	\$90,000.00
College Ln Roadway Oversize	\$40,000.00
City Participation	\$ 350,000.00

CONSTRUCTION PHASING

- PHASE I
- . - . PHASE II
- ▨ EXISTING BUILDING/STRUCTURE

PETTIGREW & ASSOCIATES PA
 ENGINEERING & SURVEYING
 REGISTERED PROFESSIONAL ENGINEERS
 100 E. PARKWAY DRIVE, SUITE 100, HOBBS, NEW MEXICO
 HOBBS, NM 88240
 TEL: 505.281.1541
 FAX: 505.281.1542

Professional Engineer Seal for David J. Pettigrew, State of New Mexico, License No. EP192214.

PROJECT NUMBER: 2022.1051
 SHEET NUMBER: C-003

LEGEND

--	--

REVISIONS

NO.	DATE	DESCRIPTION

CONSTRUCTION PHASING

COLLEGE LANE ELEMENTARY IMPROVEMENTS

HOBBS MUNICIPAL SCHOOLS

PROJECT NUMBER: 2022.1051

SHEET: C-003

© 2022 by Pettigrew & Associates PA. All rights reserved.

EXHIBIT A

HOBBS, NEW MEXICO
 COLLEGE LANE ELEMENTARY SCHOOL SITE IMPROVEMENTS
 BID DATE: MARCH 28, 2024 NO LATER THAN 5:00 P.M. (LOCAL TIME)



BASE BID				Ramirez & Sons	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	PHASE 1 BID LOT 1 Public Roadway (East)	L.S.	1	\$ 703,825.27	\$ 703,825.27
2	PHASE 1 BID LOT 2	L.S.	1	\$ 336,994.03	\$ 336,994.03
3	PHASE 1 BID LOT 3 Public utilities	L.S.	1	\$ 111,741.76	\$ 111,741.76
4	PHASE 2 BID LOT 1	L.S.	1	\$ 563,776.08	\$ 563,776.08
5	PHASE 2 BID LOT 2 Public Roadway (West and College)	L.S.	1	\$ 780,369.83	\$ 780,369.83
TOTAL BASE BID					\$2,496,706.97

	City Participation
Roadway "A"	\$160,000.00
Roadway "A" Water Line	\$16,000.00
Roadway "A" Sewer Line	\$4,000.00
Roadway "B"	\$40,000.00
Oversize Roadway "A" & "B"	\$90,000.00
College Ln Roadway Oversize	\$40,000.00
City Participation	\$ 350,000.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2024

SUBJECT: Memorandum of Agreement with Hobbs Municipal School for the Grant of Funds to be used for the Construction of Pedestrian Demand Crosswalk Signals.

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: April 28th, 2024
SUBMITTED BY: Todd Randall, ACM

Summary:

This Resolution authorizes the Mayor to execute a Memorandum of Agreement with the Hobbs Municipal Schools detailing the terms and responsibilities for each party regarding a fiscal contribution from the Hobbs Municipal Schools in the amount of \$150,000 to go towards the purchasing, equipping and construction of two pedestrian demand crosswalk signals and ADA improvements at the intersection of Clinton St. & Marland Blvd. and Brazos St. and Bender St.

Fiscal Impact:

Reviewed By:

Digitally signed by Toby Spears, CFE, CFA
DN: cn=Toby Spears, CFE, CFA, o=City of Hobbs, ou=Finance Director, email=tospears@hobbsnm.org, c=US
Date: 2024.04.29 08:48:01 -0600

Finance Department

Grant Amount: \$266,667
Local Match: \$66,667
State Match: \$200,000
HMS MOA Funds: \$150,000
Budget Line: 48-4048-44901-00284
Budget Amnt: \$586,862.82

Attachments:

Resolution, Memorandum of Agreement, Location Map

Legal Review:

Approved As To Form:

Valerie S. Chacon

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=City Attorney, email=vchacon@hobbsnm.org, c=US
Date: 2024.04.29 11:25:51 -0600

City Attorney

Recommendation:

Consider and approve the Resolution for the Mayor to execute resolution and MOA

Approved For Submittal By:

TODD RANDALL
Department Director
City Manager

Digitally signed by TODD RANDALL
DN: c=US, E=t.randall@hobbsnm.org, O=CITY OF HOBBS, OU=Engineering, CN=TODD RANDALL
Location: City Hall
When: I am approving this document
Date: 2024.04.28 14:02:52 -0600

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. 7474

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH HOBBS MUNICIPAL SCHOOLS
FOR THE GRANT OF FUNDS TO BE USED FOR THE
CONSTRUCTION HYBRID CROSSWALK SIGNALS AT THE INTERSECTION OF
BENDER & BRAZOS AND MARLAND & CLINTON.

WHEREAS, the City of Hobbs has offered, via a Memorandum of Agreement (“MOA”), to install two Pedestrian Hybrid Crosswalk Signals at the intersection of Bender & Brazos and Marland & Clinton for improved student and pedestrian safety crossing major roadways; and

WHEREAS, Hobbs Municipal Schools desires to participate in the construction costs and grant the City of Hobbs \$150,000.00, to go towards the construction; and

WHEREAS, under the terms of the MOA, the City of Hobbs will use the grant funds by September 30, 2024, and any unused grant funds will be returned to the Hobbs Municipal Schools by October 31, 2024; and

WHEREAS, the City of Hobbs shall use the grant funds for the construction costs related to the construction of the Pedestrian Hybrid Signals and ADA Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Agreement with the Hobbs Municipal Schools for the grant of funds by the Hobbs Municipal Schools to be used for the construction of Pedestrian Hybrid Crosswalk Signals and intersection ADA Improvements.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF HOBBS AND
THE HOBBS MUNICIPAL SCHOOLS**

This Memorandum of Agreement is made on the date of the signatures below by and between the City of Hobbs (hereinafter "City") and the Hobbs Municipal Schools (hereinafter "Schools").

PURPOSE

The purpose of this Memorandum of Agreement is to memorialize the terms and agreement, including changes thereto, between City and Schools regarding Schools' grant of \$150,000.00 for expenses related to the construction of two Pedestrian Hybrid Crosswalk signal at Bender & Brazos and Marland & Clinton.

WHEREAS, at the City's Commission meeting on May 6, 2024, the City approved Memorandum of Agreement; and

WHEREAS, at the Schools Board Meeting, on _____, 2024, the Schools approved the Memorandum of Agreement; and

WHEREAS, the City wishes to accept the funds for expenses related to the construction of two Pedestrian Hybrid Crosswalk Signals.

AGREEMENT

1. The Schools will provide a grant of \$150,000.00 to the City.
2. The City will use the grant funds for construction of two Pedestrian Hybrid Crosswalk Signal and intersection ADA Improvement.
3. The City will use the grant funds by September 30, 2024.
4. The City will return any unused portion of the grant funds to the Schools by October 31, 2024.

SOVEREIGN IMMUNITY

City and Schools 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 this Memorandum of Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to City and Schools 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 Memorandum of Agreement that it is not intended by any of the provisions of any part of the Memorandum of Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Memorandum of Agreement to maintain, pursuant to the provisions of the Memorandum of 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 Schools shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or October 31, 2024, whichever occurs first.

SEVERABILITY

If any provision of this Memorandum of Agreement 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 Agreement 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.

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the City and Schools and may be modified only in writing signed by both Parties. Amendments and alterations to this Memorandum of Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

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

EFFECTIVE DATE

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

**ATTEST:
CITY OF HOBBS**

BY: _____
Sam D. Cobb,
Mayor

Date: _____

**ATTEST:
HOBBS MUNICIPAL SCHOOLS**

BY: _____
Peggy Appleton,
President

Date: _____

Approved as to Form

BY: _____
Valerie Chacon
City Attorney

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2024

SUBJECT: RFP 548-24; Manhole Rehabilitation Project; Construction Services
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: April 24, 2024
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- RFP 548-24 to furnish all labor, materials, traffic control, tools, machinery, and equipment, necessary to perform sewer manhole liner installations by authorized Triplex Certified installer.
- Installer will provide the materials, equipment and appropriate personnel required to prepare the manhole structure surface and install the liner system, which includes pressure cleaning at a minimum of 4,000 psi, step removal, cementitious and or chemical grout, and any sewer line bypassing that may be required to install the liner system.
- Two responses to the RFP were received. An evaluation team has reviewed the proposals based on the criterion listed in the RFP, with Infrastructure Rehabilitation USA, Inc. of Shreveport, LA being determined as the successful proposer.
- This is an indefinite quantity, one (1) year contract, with the option of three (3) additional renewal terms of one (1) year each.

Fiscal Impact: \$135,250.00 (not including NMGRT)

Reviewed: _____
Finance Department

Digitally signed by Toby Spear, CFE, CFA
DN: cn=Toby Spear, CFE, CFA, o=City of Hobbs,
ou=Finance Director,
email=tospear@hobbsnm.org, c=US
Date: 2024.04.23 17:25:13 -0500

This is an indefinite quantity agreement. The approximate cost to rehabilitate 50 sewer manholes is \$135,250.00 not including NMGRT. This Project is budgeted at \$472,757.00 in the Utilities Enterprise Fund 624062-44901-00248 (FY 2023-24). This represents phase 1 of a multiphase project to rehabilitate aging and dilapidated manholes throughout the City of Hobbs.

Attachments:

RFP Evaluation Worksheets;
Contract Proposal; Infrastructure Rehabilitation USA, Inc.

Legal Review:

Approved as To Form: _____
Valerie S. Chacon
City Attorney

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs,
ou=City Attorney,
email=vchacon@hobbsnm.org, c=US
Date: 2024.04.23 17:25:13 -0500

Recommendation:

Award RFP 548-24 to Infrastructure Rehabilitation USA, Inc. of Shreveport, LA to provide Manhole Rehabilitation Project; Construction Services.

Approved For Submittal:

Tim Woomer

Department Director

[Signature]

City Manager

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

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



RFP EVALUATION CRITERIA

RFP 548-24
MANHOLE REHABILITATION PROJECT

EVALUATION CRITERIA AND POINT VALUES

OFFERORS: _____ REVIEWER: _____ OVERALL SCORE _____

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

RATING SHEET FOR		Applicant:	KE&G CONSTRUCTION INC.	INFRASTRUCTURE REHABILITATION USA, INC.
ITEM	POSSIBLE POINTS		SCORE	SCORE
CONSTRUCTION SERVICES				
1. Specialized Design and Technical Competence*	25		25	25
2. Capacity and Capability*	25		23	23.33
3. Past Record of Performance*	20		19.67	19
4. Proximity to or Familiarity*	15		11	13.33
5. Work to be Done in New Mexico* Amount of design work that will be produced by a New Mexico Business within the State OR New Mexico Business with Veterans' Preference. <u>Note:</u> Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved.	10		0	0
6. Current Volume of Work with the Contracting Agency Not 75% Complete*	5		5	5
7. Price Proposal	25		10.33	25
SUBTOTAL (total possible points for PLANNING & DESIGN SERVICES)	125		94	110.67

*Items required by statute (§ 13-1-120.B NMSA 1978).



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of _____, 2024, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Infrastructure Rehabilitation USA, Inc., an independent contractor with a business address of 401 Edwards St, Suite 2100 Shreveport, LA 71101 (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

RFP 548-24; Furnish all labor, materials, traffic control, tools, machinery, and equipment, necessary to perform sewer manhole liner installations by authorized Triplex Certified installer. Installer will provide the materials, equipment and appropriate personnel required to prepare the manhole structure surface and install the liner system, which includes pressure cleaning at a minimum of 4,000 psi, step removal, cementitious and or chemical grout, and provide any sewer line bypassing that may be required to install the liner system. The City of Hobbs RFP 548-24 and Infrastructure Rehabilitation USA, Inc. RFP 548-24 Bid Submission and Price Proposal (Exhibit A) are attached and made part of this agreement.

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ 470,000.00 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Brandy Hukins, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 800,000.00. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ 1,000,000.00 per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: Tim Woomer, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 401 Edwards St. Suite 2100 Shreveport, LA 71101 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at 575-397-9315 ; and
Contacting City via e-mail at tdwoomer@hobbsnm.org .

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

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

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Contractor Approval:

Account No.: 624082-44901-00248

Contractor Signature

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Manager Approval:

City Attorney

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

Mayor Approval:
(Professional Service Contracts over
\$75,000)

City Clerk

Mayor

EXHIBIT A

THE CITY OF HOBBS



REQUEST FOR PROPOSALS

For

CONSTRUCTION SERVICES

MANHOLE REHABILITATION PROJECT
RFP No: 548-24

DUE DATE/TIME: 5:00 PM, February 21, 2024

Advertisement

January 21, 2024

Time and Date of Pre-Submittal Conference

N/A – WILL NOT BE HELD

Deadline for Inquiries

5:00 PM, February 15, 2024

Time and Date Set for Submittal

5:00 PM, February 21, 2024

TABLE OF CONTENTS

PART I – GENERAL REQUIREMENTS.....	2
DIVISION I - ADVERTISEMENT	2
DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES	3
DIVISION III – PRE-SUBMITTAL CONFERENCE.....	4
DIVISION IV – RESPONSE FORMAT AND ORGANIZATION	5
DIVISION V – EVALUATION CRITERIA	7
DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE	12
DIVISION VII – GENERAL INFORMATION.....	12
PART II: EXHIBITS / ATTACHMENTS	15
EXHIBIT 1 – SAMPLE TASK ORDER & MAP	16
EXHIBIT 2 – TECHNICAL SPECIFICATIONS.....	21
EXHIBIT 3 – SUBMITTAL INQUIRY FORM	30
EXHIBIT 4 – DRAFT CONSTRUCTION AGREEMENT.....	31
ATTACHMENT A: PROPOSAL FORM SIGNATURE SHEET	39
ATTACHMENT B: CERTIFICATE OF INSURANCE	40
ATTACHMENT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM	41
ATTACHMENT D: VETERANS' PREFERENCE FORM	43
ATTACHMENT E: NON-COLLUSION AFFIDAVIT	44
ATTACHMENT F: NON-DEBARMENT CERTIFICATION.....	45
ATTACHMENT G: RELATED PARTY DISCLOSURE.....	46
ATTACHMENT H: PROJECT LISTING FORM	47
ATTACHMENT I: RESIDENT BUSINESS CERTIFICATION.....	48
ATTACHMENT J: PRICE PROPOSAL	49

This Request for Proposals is separated in two parts: Part I - General Requirements, and Part II - Attachments. The Attachments of Part II are part of the Request for Proposals and the terms, conditions, and criteria therein must be met by any offeror.

PART I – GENERAL REQUIREMENTS
DIVISION I – ADVERTISEMENT

RFP NO. 548-24

FURNISH CONSTRUCTION SERVICES FOR THE MANHOLE REHABILITATION PROJECT

City of Hobbs, New Mexico

Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **5:00 PM, February 21, 2024**, to provide Construction Services for the **MANHOLE REHABILITATION PROJECT**. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.

The City of Hobbs is seeking construction services to conduct Sanitary Sewer Manhole Rehabilitation project including necessary traffic control activities in the Hobbs urban area. The work will consist of the rehabilitation of sanitary sewer manholes, including cleaning, interior surface repairs and preparing the interior surface for coating(s) and applying the coating(s). It shall also include removal and replacement of the existing manhole frame and cover assembly, any flow control necessary to complete the work, and any traffic control planning and implementation services necessary to complete the work.

Any individual(s) or organization(s) proposing to perform Construction Services must be appropriately licensed / registered in the State of New Mexico at the time of submission of the Qualifications

DEADLINE - 5:00 PM, February 21, 2024

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Request for Proposal packages may be obtained from Brandy Hukins, Finance Department, 200 E. Broadway, Hobbs, NM. Email: bhukins@hobbsnm.org Phone Number: (575) 397-9244

In case of ambiguity or lack of clarity, the City of Hobbs, New Mexico reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

CITY OF HOBBS, NEW MEXICO

Manny Gomez -- City Manager

Publication Date: January 21, 2024

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS
REQUEST FOR PROPOSALS (RFP)

The City of Hobbs ("COH" or "Owner") extends an invitation to interested and qualified Offerors to submit a Statement of Qualifications ("Proposal") to provide Construction services for the Manhole Rehabilitation Project. The purpose of this Request for Proposals (RFP) is to establish a contract through competitive negotiations for the procurement of sanitary sewer manhole rehabilitation construction services.

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

PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. Sanitary Sewer Manhole Rehabilitation

The City of Hobbs, through its Sanitary Sewer maintenance program, has recognized a need to address multiple sanitary sewer manholes that have experienced severe corrosion and degradation over their service life. Most all of these existing sanitary sewer manholes were constructed out of brick and mortar or concrete. This corrosion and degradation is mostly attributed to turbulent sewage flow which causes hydrogen sulfide (H₂S) gases to be released in turn exposing the vertical chimneys of the sanitary sewer manholes.

Complete replacement of sanitary sewer manholes is very disruptive and costly for any Public Utility due to multiple factors including, but not limited to, by-pass pumping, traffic control, excavation, roadway repairs, etc. New sanitary sewer manhole installation can be as much as three times more expensive per vertical foot as compared to the costs of a rehabilitation solution.

The City of Hobbs Utilities Department has selected to pursue a rehabilitation project due the cost savings and recent advancements in the rehabilitation industry. The project area will encompass the greater Hobbs area that includes all areas served by the Public Sanitary Sewer System. Existing sanitary sewer manholes of varying diameters and depths will be evaluated and selected by Utility Department staff for rehabilitation as part of the project. The rehabilitation process is described in Exhibit 2 – Technical Specifications.

This project will be completed by individual task orders and calculated based on the unit prices in Attachment J and quantity of work for each item. The City Manager may approve a Task Order under \$75,000 (not including NMGR). The City Commission must approve Task Orders \$75,000 and over (not including NMGR). An example task order has been made available in Exhibit 1 – Sample Task Order & Map for prospective offers review.

PROJECT CONTACTS:

Questions regarding the selection process:

Technical Questions regarding scope of work:

Contact: Toby Spears
Finance Director
Address: 200 E. Broadway
City / State / Zip: Hobbs, NM 88240
Phone Number: 575-397-9235

Tim Woome
Public Utilities Director
200 E. Broadway
Hobbs, NM 88240
(575) 397-9315

SITE DESCRIPTION

The City of Hobbs is located in Lea County Southeast New Mexico on the Llano Estacado with elevations ranging from 3575 to 3725 feet and a semi-arid climate. Temperature on average range from lows of 30° F to highs of 95° F, and the City experiences hot summers and chilly winters. Average precipitation ranges from 12 to 17 inches annually, and current drought conditions there have several years of less than average precipitation. The City's water source is from the Ogallala Aquifer, which is 90 - 140 feet to the top of the water table and 200 to 250 feet to the aquifer bottom. The 2014 40-yr water plan shows sufficient water availability for the next 40 years.

See Exhibit 1 for a Project Area Maps

DIVISION III – PRE-SUBMITTAL CONFERENCE

N/A -- WILL NOT BE HELD - A pre-submittal conference will not be held.

DIVISION IV – RESPONSE FORMAT AND ORGANIZATION

Delivered or hand-carried submittals must be delivered to the City of Hobbs Finance Department at the location listed below. On the submittal package, please display: the organization name, project title, and project number.

All submittals should be sent or delivered to:

CITY OF HOBBS – CITY HALL
Finance Dept. – Room 224
200 E. Broadway
Hobbs, NM 88240

Attention: Toby Spears, Finance Director

NUMBER OF RESPONSES: Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

NUMBER OF COPIES: Offerors shall provide **two (2)** identical copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals **AND one (1) electronic copy on CD/DVD, flash drive (USB) or other portable storage medium.** The electronic version/copy of the proposal must mirror the hard copies submitted. **The electronic copy can NOT be emailed.** In the event of a conflict between versions of the submitted proposals, the hard copy shall govern.

PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be **counted as two pages** and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Submittal Letter - Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project) should:

- identify the submitting business;
- identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- be signed by a person authorized to contractually obligate the Offeror;
- A statement that the Offeror is appropriately Licensed by the State of New Mexico

Material **excluded** from the twenty (20) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Attachment A - Proposal Signature Form
- Attachment B - Certificate(s) of Insurance
- Attachment C - Campaign Contribution Declaration Form
- Attachment D - Veterans' Preference Form

- Attachment E - Non-Collusion Affidavit
- Attachment F - Non-Debarment Certification
- Attachment G - Related Party Disclosure
- Attachment H - Project Listing Form
- Attachment I - Resident Business Certification (Optional)
- Attachment J - Price Proposal (sealed in a separate envelope)
- Back cover (blank on one side)

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION. Reminder - Divider Pages do not count towards the 20-page maximum

- Section 1 Specialized Design and Technical Competence
- Section 2 Capacity and Capability
- Section 3 Past Record of Performance
- Section 4 Proximity/Familiarity w/ Site(s)
- Section 5 Design Work produced in-state (Resident / Veterans' Preference)
- Section 6 Volume of Work previously Awarded
- Section 7 Price Proposal (sealed in a separate envelope)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20-PAGE MAXIMUM.

Any proposal deemed non-conforming by the Selection Committee in regard to format will be considered non-responsive. Offerors shall contact the City of Hobbs Representative to clarify any questions concerning format prior to submission.

DIVISION V – EVALUATION CRITERIA

A Selection Committee will evaluate the Proposals submitted in response to this RFP. The evaluation criteria will relate to the qualifications of the Offeror to perform the services under this RFP. Proposals submitted should be fully self-contained and include the information requested below in the listed in order and index tabbed the same.

A maximum total of 125 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

- A. **Specialized design and technical competence** of the business, including a joint venture or association, regarding the type of services required **25 points**
- B. **Capacity and capability** of the business to perform the work, including any specialized services, within the time limitations **25 points**
- C. **Past record of performance** on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules **20 points**
- D. **Proximity to or familiarity** with the area in which the project is located **15 points**
- E. **The amount of design work** that will be produced by a New Mexico business within the State OR New Mexico Business with Veterans' Preference **10 points**
- F. **The volume of work previously awarded** by the entity requesting proposals that is not 75% complete with respect to basic professional design services **5 points**
- G. **Price Proposal (Sealed in Separate Envelope)** based on the requirements set forth in scope of work and Price Proposal Form **25 points**

A. Specialized Design and Technical Competence – Indicate how many Manhole Rehabilitation Projects have been completed in the last five years and describe two specific projects. Include how each experience has improved the Offeror's services. Provide information about the Offeror's specific technical experience with similar projects that demonstrate competence to successfully complete the project. Indicate the relevance of previous projects to the anticipated scope of work. Demonstrate the successful aspects of past design projects and the corresponding applications to the proposed scope of work. The listed projects must demonstrate, through previously completed work, that the Offeror has developed expertise to provide the analysis, planning, and construction services as required for this project.

For each project listed, please provide:

- a) Client name
- b) Client Project Manager name, telephone number, fax number, and e-mail address.
- c) Project Description
- d) Project dates (starting and ending).
- e) A brief resume of all key personnel assigned to reference project that will be designated for work per this RFP.
- f) A brief narrative description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must describe how the Offeror has provided expertise for similar contracts and also include the extent of their experience, expertise and knowledge as a provider of Manhole Rehabilitation Projects.
- g) A narrative description of steps routinely taken and procedures routinely used to provide cost-effective Construction, Analysis, and Management services to a client, with sufficient detail to evaluate the capability of the Offeror. Describe the steps and procedures that the Offeror would normally undertake to complete a typical Manhole Rehabilitation Project. Discuss normal time requirements for Construction, Traffic Control Plan Development & Implementation, Construction Management.

A higher evaluation weighting will be applied to those Offerors who can substantiate successful demonstrated experience on:

- o Comparable projects which were constructed/completed 5 or fewer years ago.
- o Familiarity with local site conditions.
- o Experience with State and Federal grant funding

B. Capacity and Capability - Provide information about the Offeror that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations and project administration requirements. Indicate the relationship of the work in this RFP to the Offeror's other current projects. Indicate proposed work schedules and milestones, with completion methods and strategies. Indicate key project team members and their specific rolls, experience and background. Demonstrate or indicate project team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.

1. Identify the specific individuals from the company who are proposed to be assigned to this project. Clearly identify the following specific individual(s) responsible for the following roles:
 - a. the person who will be responsible for day-to-day management of the project, and coordination and communication with the Owner during all phases of the project
 - b. the person(s) who will lead the administrative effort
 - c. the persons who will lead the specialty and/or Traffic Control efforts
 - d. the person(s) who will lead the project documentation efforts
 - e. the person who will represent the team on-site to coordinate with the public
2. For each key person identified, list their length of time with the company and at least two comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the organization in Section (a) above, provide just the project name and the role of the key person.
 - a. For other projects provide the following:
 - b. Description of project
 - c. Role of the person
 - d. Summary of project's original work plan and schedule
 - e. Project start and completion dates
 - f. Project owner
 - g. Reference information (current name with telephone number and e-mail address for each project listed)
3. Describe the current workload and availability of designated staff to service the project (include existing projects, pending projects, and this proposed project).
4. Identify the key subcontractors and their primary personnel who are proposed to be on the team for this project. For each subcontractor identified, list at least two comparable projects in which they have played a comparable subcontractor role. If a project selected is the same as one selected for the prime contractor in Section (a) above, provide just the project name and the role of the subcontractor. For other projects provide the following:
 - a. Description of project
 - b. Role of the subcontractor
 - c. Summary of project's final work plan and schedule
 - d. Project start and completion dates
 - e. Project owner
 - f. Reference information (current name with telephone number and e-mail address for each project listed)
5. Describe each subconsultants' experience working with the prime contractor.

C. Past Record of Performance - Demonstrate through historical documentation that the Offeror has the ability to meet schedules and budgets, as well as user program goals, and final project costs. Include information regarding owner budgets, construction estimates, bidding and completed project cost including change order information. Project schedules should provide information about the progress of work as related to owner schedules and goals as well as the overall success of projects and client satisfaction. References from past clients can be included.

1. Budget Methodology and Cost Control

- a. Define how estimates of probable construction costs are established and maintained with respect to the Owner's project budget;
- b. Explain how value engineering or other innovative cost control techniques will be utilized;
- c. Define how change proposals and other potential add-costs during the analysis will be avoided and controlled.

2. Quality Control

- a. Summarize your approach to quality control and quality assurance during analysis, planning, and construction.
- b. Explain how your organization will ensure necessary communication to the entire team and produce properly executed documents for this project.

3. Schedule Control

- a. Summarize your organization's schedule control process to be used in order to meet the owner's project schedule.

4. Business Relations

- a. Summarize your organization's approach to professional, responsive, and proactive practices.
- b. Explain how your organization works with subconsultants to meet and exceed project goals and expectations.
- c. Describe how your organization handles taking corrective actions to enhance client satisfaction.

D. Proximity to or Familiarity with Site Location - Demonstrate through narrative, graphics or maps the Offeror's ability to respond quickly to on and off-site requirements for design and administration of the project. Indicate previous knowledge or experience regarding the project location, and any current work or associated consultants who could enhance the Offeror's ability to provide timely responses or special expertise to project needs.

E. New Mexico Produced Work, NM Mexico Business & Veterans' Preference - Indicate the volume of work to be produced in New Mexico by a New Mexico Offer or Offerors. Identify any out-of-state contractor(s) or business relationships that will be involved on the project and the extent of services to be provided by that organization or organizations as a percentage of work. In addition, there is a Veterans' Preference for New Mexico based contractors. The point distribution will be as follows:

- a. 100% work performed Resident Contractor(s) 5 Points
- b. 100% of work performed by Resident Veteran Contractor(s)
 - i. Annual Revenue less than \$3,000,000 10 Points
 - ii. Annual Revenue of \$3,000,000 or more 5 Points

(The Maximum Points that can be allocated is 10 points)

When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

- F. Volume of Work Previously Awarded** – Offerors shall be scored on any project that has been previously awarded by the City of Hobbs and is, on the date of the submittal, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form" as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000 to \$ 35,000	1 point deducted
\$ 35,001 to \$ 50,000	2 points deducted
\$ 50,001 to \$100,000	3 points deducted
\$ 100,001 to \$150,000	4 points deducted
\$ 150,001 and over	5 points deducted

- G. Price Proposal** – Each offeror shall complete the Price Proposal Form and include this form in the "Price Proposal" Sealed envelope. One copy of the price proposal is required and clearly labeled "Price Proposal"

This RFP, the Proposal of the successful Offeror and any addenda issued by the Owner during the RFP period are to be included in and will become a part of the agreement when awarded. The Offerors shall acknowledge receipt of addenda on the Proposal form in the space provided, on the RFP Submittal Certification Form, see Attachment A.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to COH of errors or omissions relating to this Request for Proposals must be directed, in writing, email, or by facsimile, to:

THE CITY OF HOBBS

Toby Spears, Finance Director
200 E. Broadway, Hobbs, NM
Phone: (575) 397-9235
Fax: (575) 397-9226
Email address: tspears@hobbsnm.org

All formal inquiries must be submitted before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

PROPRIETARY INFORMATION. If you are submitting any information you consider proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If Legal and Finance Department concurs, this information will not be considered public information. The City of Hobbs Legal Department is the final authority as to the extent to which material is considered proprietary or confidential. The Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFP may be disclosed pursuant to the applicable New Mexico Public Records Law and applicable New Mexico Statutes.

PROFESSIONAL LICENSE/REGISTRATION IN NEW MEXICO. Any individual or organization that is proposing to perform construction services must be appropriately licensed / registered in the State of New Mexico at the time of submission of the PROPOSAL.

OBLIGATIONS. This RFP does not obligate the City of Hobbs to pay any costs incurred in the preparation and submission of Proposals nor to enter into a Then agreement with any of the applicants.

SITE VISIT. In advance of negotiating an agreement for design professional services, the highest ranked Offeror will be requested to participate in a site visit with representatives of the City of Hobbs to become familiar with the project site and to discuss the Community's needs. The Offeror's principals in charge of the project, including those from each of the subcontractor, shall attend the meeting. Prior to the meeting, the highest ranked Offeror will have received the project Scope of Consultant Services, CADD Drawings Requirements, any feasibility studies and independent cost estimates commissioned by the Owner, available as-built documentation, if applicable, and any other relevant information that the Owner deems appropriate.

WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn either personally or by written request any time before the scheduled date and time set for receipt.

AWARD OR REJECTION OF PROPOSALS. The Owner has the right to cancel this Request for Proposals, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of the Owner and also reserves the right to hold open any or all Proposals for a period of NINETY (90) DAYS after the date of opening thereof and the right to accept a Proposal not withdrawn before the scheduled

opening date.

NEGOTIATION OF THE AGREEMENT. The City of Hobbs (COH) may proceed to negotiate a contract for services at a compensation which the COH determines to be fair and reasonable. In making this decision, COH may consider the estimated value of the scope of services, the complexity, and the professional nature of the services to be rendered. A personnel plan may be requested as a part of the fee proposal. If COH is unable to negotiate a satisfactory contract with the Offeror considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that Offeror will be formally terminated. COH may then undertake negotiations with the next most qualified Offeror in sequence until an agreement is reached or a determination is made to reject all proposals. COH will negotiate a fee for total services, along with a fee break down per each individual phase of the work. COH will negotiate Reimbursable Expenses, along with a breakdown of each expense category per each individual phase of the work.

RETURN OF PROPOSALS. COH will not return any Proposals that are submitted.

PART II: EXHIBITS / ATTACHMENTS

- Exhibit 1 – Sample Task Order & Map
 - Exhibit 2 – Technical Specifications
 - Exhibit 3 – Submittal Inquiry Form
 - Exhibit 4 – Draft Construction Professional Agreement
-
- Attachment A: Proposal Signature Form
 - Attachment B: Certificate(s) of Insurance
 - Attachment C: Campaign Contribution Declaration Form
 - Attachment D: Veterans' Preference Form
 - Attachment E: Non-Collusion Affidavit
 - Attachment F: Non-Debarment Certification
 - Attachment G: Related Party Disclosure
 - Attachment H: Project Listing Form
 - Attachment I: Resident Business Certification (Optional)
 - Attachment J: Price Proposal

EXHIBIT 1 – SAMPLE TASK ORDER & MAP

<Page left intentionally blank>



UTILITIES DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

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

**MANHOLE REHABILITATION PROJECT (RFP NO. 548-24)
FURNISH & INSTALL CURED-IN-PLACE FIBERGLASS REINFORCED RESIN LINER
VARIOUS LOCATIONS**

DATE: April 22, 2024

TO: Contractor
123 Street Drive
Hobbs, NM 88240

BUS: (XXX) XXX-XXXX

FAX: (XXX) XXX-XXXX

Scope of Work: Mobilize for a 25-manhole rehabilitation project. Provide, implement, and Maintain a Traffic Control Plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition and obtain approval from the City of Hobbs Traffic Engineering Department. Perform condition assessments for a 25-manhole rehabilitation project. Furnish and install 56 oz. Cured-In-Place (CIP) Liner for manholes less than 13 feet in depth (22 EA). Furnish and install 68 oz. Cured-In-Place (CIP) Liner for manholes less than 13 feet in depth (3 EA).

Project time is calculated as XXX Calendar Days as from the Notice to Proceed as described in the Contract.

All work shall be in accordance with City of Hobbs standards and Technical Specifications.

Estimated Costs: \$XXX,XXX.XX plus GRT

Budget Line Item No: _____

City of Hobbs

TIM WOOMER, PUBLIC UTILITIES DIRECTOR

Manhole #	Location	Depth (ft)	Type of Manhole	Issues
28	Intersection Midwest/6th	5	Brick	Mortar
103	Intersection Midwest/5th	6	Brick	Mortar
180	On 5th St Btw Humble/Main	10.5	Brick	Mortar and H2S
4	On 5th St Btw Humble/Marland	10.5	Brick	Mortar and H2S
119	Intersection of 4th/Main	7.5	Concrete	H2S and Bad Concrete Corrosion
242	Intersection of Jefferson/Midwest	5	Brick	Mortar and Minor H2S
184	In front of 808 S Jefferson (Street)	4.5	Brick	Mortar and Brick
86	Intersection of Jefferson/Humble	4	Brick	Brick and Mortar
216	20' N. of Intersection Jefferson/Humble	6	Concrete	Bad Concrete Corrosion
229	Intersection Jefferson/Roxana	4	Brick	Mortar and H2S
172	Alley Behind 704 S Jefferson	4.5	Brick	Mortar
441	Intersection of Gypsy/Jefferson	4	Brick	Mortar and H2S
157	Intersection of Farquhar/Main	7	Concrete	Bad Concrete Corrosion
158	Intersection of 1st/Main	7	Concrete	Bad Concrete Corrosion
177	Intersection of 1st/Main	6.5	Concrete	Bad Concrete Corrosion

81	Intersection of 1st/Main	6.5	Concrete	Bad Concrete Corrosion
182	Intersection of 1st/Main	7	Concrete	Bad Concrete Corrosion
24	4th Btw Texas/Skelly	7	Brick	Mortar
38	Intersection 9th/Skelly	6	Concrete	Bad Concrete Corrosion
117	Intersection Texas/9th	3.5	Brick	Mortar and Concrete Top
72	Intersection Hallam/Marland	5.5	Concrete	Concrete showing Rocks at bottom
89	E of Willow on Marland	8.5	Concrete	Concrete/Needs cleaning before
128	In front of 1815 E Marland (Street)	6	Concrete	Bad Concrete Corrosion
71	Intersection of Willow and Marland	8.5	Brick	Mortar and H2S
141	Front of 1605 E Marland (Street)	9	Concrete	Not bad but concrete

EXHIBIT 2 – TECHNICAL SPECIFICATIONS

<Page left intentionally blank>

SECTION 33 01 30.81

SANITARY SEWER MANHOLE REHABILITATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This item is for the rehabilitation of sanitary sewer manholes, including cleaning, interior surface repairs and preparing the interior surface for coating(s) and applying the coating(s). It shall also include removal and replacement of the existing manhole frame and cover assembly and any flow control necessary to complete the work.

1.02 SEQUENCE OF WORK

- A. The sequence of work for manhole rehabilitation shall be as follows. All work shall be in accordance with the Task Order and these specifications.
1. Prepare work area and workers with appropriate equipment, permits and procedures for safe entry in compliance with OSHA confined space regulations.
 2. Remove existing manhole frame and cover, or cut off exposed manhole frame flush with manhole top (as required). Process of removal shall also include removal of any grade adjustment rings.
 3. Install new manhole frame and cover assembly and new grade adjustment rings, if applicable.
 4. Prepare surface for epoxy liner.
 5. Apply epoxy liner to interior of manhole.

1.03 RELATED SECTION

- A. Not Used

1.04 REFERENCES

- A. Reference Standards
1. American Society for the Testing of Materials (ASTM):
 - F2414 – Standard Practice for Sealing Sewer Manholes Using Chemical Grouting.
 - D638 – Standard Test Method of Tensile Properties of Plastics
 - D695 – Standard Test Method for Compressive Properties of Rigid Plastics
 - D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - D4414 – Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 - D7234 – Standard Test Method for Pull-Off Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers
 2. National Association of Corrosion Engineers (NACE):
The published standards of NACE International, Houston TX.
 3. Steel Structures Painting Council (SSPC):
The published standards of the SSPC, Pittsburg, PA

- B. City of Hobbs General Design Standards.
- C. Details are intended to be complimentary. Where any conflict exists between details, the priority of documents shall be in the following order: Technical Specifications, Construction Plans, City of Hobbs General Design Standards, and APWA-NM Specifications.

1.05 SITE CONDITIONS

- A. Without excluding other safety considerations, Contractor is advised that the existing Sanitary Wastewater system may contain dangerous or deadly concentrations of gases. OSHA confined space procedures shall be used at all times when working in or near mains with flow.

1.06 SUBMITTALS

A. Product Data:

1. Product cut-sheets for castings and appurtenances.
2. Detailed installation procedures, including substrate preparation, liner wet out, resin mixing, liner insertion, curing, cut-out, and edge sealing.
3. Resin information including, Technical Data Sheets (TDS), Safety Data Sheets (SDS), and published physical properties.
4. Liner information including, TDS, SDS, and composition of the respective layers.
5. Copies of independent testing performed on the products used indicating the products meet the requirements as specified herein.
6. Technical Data Sheets (TDS) and project specific data for repair materials to be top coated with the coating products, including application, cure time and surface preparation procedures.
7. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.
8. Project specific procedures for preparation of manhole surfaces, notification of variant conditions affecting application of products proposed, application of products, and testing, sampling and inspection methods.
9. Manufacturer certifications for product compatibility for complete coating installation.

B. Contractor Data:

1. Manufacturers shall certify that the Coating Applicator has been trained and approved in the handling and application of the products to be used. Minimum Applicator qualifications shall be as follows:
 - a. 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.
 - b. Confined Space Entry Procedures and Permit system with a list of equipment to be utilized.

- c. Applicator has been trained and approved in the handling, mixing and application of the products to be used.
- d. Equipment to be used for applying the products has been approved and Applicator personnel have been trained for proper use of the equipment.
- e. Proof of any federal, state or local permits or licenses necessary for application of the product.

C. Warranties:

- 1. Contractor shall warrant all work against defects in workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project(s). Contractor shall warrant all work against defects in materials for a period of twenty (20) years, unless otherwise noted, from the date of final acceptance of the project(s).
- 2. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in material or workmanship which may develop during said twenty (20) year period, and any damage to other work caused by such defects or the repairing of same, at their own expense and without cost to the Owner.

- D. Testing: Contractor shall submit documentation for all tests required in this specification.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All materials shall conform to City of Hobbs General Design Standards unless otherwise specified herein.
- B. All materials proposed to repair manholes in preparation for the specified coating and thereby form the substrate for the coating shall be confirmed compatible with the coating by the coating manufacturer.

2.02 MANUFACTURERS

- A. The lining material shall be three-layer composite system with a total pre-saturated fabric weight of 56-oz. per square yard. Layer #1 is 18-oz. structural, woven-roving fiberglass. Layer #2 is 20-oz. a non-porous membrane. Layer #3 is 18-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure as manufactured by:

CIP Industries, LLC
 3825 Hwy 390 #B
 Panama City, FL 32405
 (850) 740-3823
Info@cipindustires.com

OR Approved Equivalent

- B. The lining material shall be a 5600 series three layered composite system with a total pre-saturated fabric weight of 56-oz per square yard. Layer #1 is 18-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is a 20-oz. non-porous membrane of special synthetic material bonded to Layer #1 and Layer #3. Layer #3 consists of 18-oz. structural fiberglass saturated with epoxy and bonded to the nonporous membrane, forming a smooth interior wall to the host structure as manufactured by:

McNeil Technologies Inc.
950 Prim Ave.
Graceville, FL 32440
(850) 460-0474
info@triplexliners.com

OR Approved Equivalent

- C. The lining material shall be three-layer composite system with a total pre-saturated fabric weight of 68-oz. per square yard. Layer #1 is 24-oz. structural, woven-roving fiberglass. Layer #2 is 20-oz. a non-porous membrane. Layer #3 is 24-oz. structural, woven-roving fiberglass. The layers are saturated with epoxy resins and bonded under heat and pressure forming a monolithic composite to the host structure as manufactured by:

CIP Industries, LLC
3825 Hwy 390 #B
Panama City, FL 32405
(850) 740-3823
Info@cipindustires.com

OR Approved Equivalent

- D. The lining material shall be a 6800 series three layered composite system with a total pre-saturated fabric weight of 68-oz per square yard. Layer #1 is 24-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is a 20-oz. non-porous membrane of special synthetic material bonded to Layer #1 and Layer #3. Layer #3 consists of 24-oz. structural fiberglass saturated with epoxy and bonded to the nonporous membrane, forming a smooth interior wall to the host structure as manufactured by:

McNeil Technologies Inc.
950 Prim Ave.
Graceville, FL 32440
(850) 460-0474
info@triplexliners.com

OR Approved Equivalent

2.03 DELIVERY, STORAGE AND HANDLING

- A. Protective coating materials are to be handled according to their material safety data sheets.
- B. Materials shall be kept dry, protected from weather, stored under cover and sealed until ready for use, all in accordance with manufacturer's specifications.
- C. Protective coating materials for epoxy coating are to be stored between 50 degrees Fahrenheit and 90 degrees Fahrenheit. Do not store near flame, heat or strong oxidants.
- D. Materials shall arrive at the worksite in manufacturer's original, unopened containers and/or packaging, with product name and manufacturer name clearly labeled.

2.04 EPOXY COATING FOR MANHOLE WALLS, BENCHES, INVERTS, and interior of ring and cover

- A. Epoxy coating shall be 100% solids, solvent-free, amine cured, ultra-high-build epoxy. Material shall be Raven 405, as manufactured by Raven Lining Systems, or as required by the manufacturer, or approved equivalent. Applicator shall be certified by the respective product manufacturer and installation shall conform to manufacturer's specifications and recommendations.

2.05 MANHOLE FRAME AND COVER ASSEMBLY

- A. Manhole castings shall be East Jordan Iron Works Product No. 41430120A01 or approved equal.
- B. All hardware used for attachment of manhole frame and cover assembly shall be stainless steel.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Contractor's Safety: Without excluding other safety considerations, Contractor is advised that the existing sanitary sewer system may contain dangerous or deadly concentrations of gases. OSHA confined space procedures shall be used at all times when working in or near mains with flow.
- B. Ventilation: Ventilate all pipes, manholes, or other potential chambers containing dangerous gases. Contractor shall not place personnel in the pipes, manholes, or other chambers until the air in those spaces is tested and found to be safe. Adequate ventilation shall be maintained while personnel are in said spaces.
- C. Manhole rehabilitation shall begin only after completion of the proposed 48" CIPP so as to allow for rehabilitation to be completed in a dry environment. Contractor shall, under all circumstances, provide means and methods for bypass of flow around manholes being rehabilitated.

- D. Applicator shall inspect all surfaces specified to receive a coating prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the repair mortar and coating(s).
- E. Prepared surfaces shall be tested after cleaning but prior to application of the coating to ensure compliance with specific pH, moisture content of concrete and laitance requirements, according to manufacturer's recommendations.

3.02 EPOXY COATING FOR MANHOLE WALLS, BENCHES AND INVERTS

A. Examination:

1. Appropriate actions shall be taken by Contractor to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety during work.
2. Any active flows shall be dammed, plugged or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated.
3. Temperature of the surface to be coated should be maintained between 40- and 120-degrees Fahrenheit.
4. Specified surfaces should be shielded to avoid exposure of direct sunlight or other intense heat source. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.
5. Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

B. Surface Preparation:

1. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed.
2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that only sound substrate remains.
3. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and required cleanliness and profile of the prepared surface to receive the coating product(s).
4. Surface preparation method, or combination of methods, that may be used include high pressure water cleaning, high pressure water jetting, abrasive blasting, shot blasting, grinding, scarifying, detergent water cleaning, hot water blasting and others as described in NACE No. 6/SSPC SP-13. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound clean neutralized surface suitable for the specified coating product(s). Infiltration shall be stopped by using a material that is compatible with the repair products and is suitable for top coating with the coating product(s).

C. Application of Coating Products:

1. Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment and methods.
2. Application shall not begin until all substrates to which coating shall be applied have fully cured.
3. Spray equipment shall be specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.
4. Contractors qualified in accordance with Section 1.06.B of these specifications shall perform all aspects of coating product(s) installation.
5. Prepared surfaces shall be coated by spray application of the coating product(s) described herein to a minimum wet film thickness of 125 mils, or as required by the manufacturer.
6. Subsequent top coating or additional coats of the coating product(s) shall occur within the product's recoat window. Additional surface preparation procedures will be required if this recoat window is exceeded.
7. Coating product(s) shall interface with adjoining construction materials throughout the manhole structure to effectively seal and protect concrete or masonry substrates from infiltration and attack by corrosive elements. Procedures and materials necessary to affect this interface shall be as recommended by the coating product(s) manufacturer.
8. Termination points of the coating product(s) shall be made at the manhole frame. The entire interior of the manhole shall be coated including the invert, internal drop pipe (if present) and other appurtenances. Care should be taken so as not to clog internal drop pipes during application.
9. Sewage flow shall be stopped, bypassed or diverted for application of the coating product(s) to the invert and interface with pipe materials.

D. Testing and Inspection:

1. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, documented and attested to by Contractor for submission to Owner.
2. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Contractor.
3. The municipal sewer system may be returned to full operational service as soon as the final inspection has taken place.

3.03 MANHOLE FRAME AND COVER ASSEMBLY

- A. Contractor shall remove and salvage existing manhole frame and cover assembly to the City of Hobbs unless manhole frame is integrally cast into the manhole top. Integrally cast rings shall be left in place, cut off flush to top of manhole and a new assembly shall be installed over them.
- B. The area to receive the new manhole frame and cover assembly shall be cleaned of all

loose materials and grout.

- C. Any structures utilizing grade rings for grade adjustment shall have said rings removed and replaced with concrete grade rings of equal thickness.
- D. Install full circle Ram-Nek joint sealant beneath the new manhole frame assembly.
- E. New manhole frame and cover assemblies shall be installed per City of Hobbs Typical Manhole Adjustment Detail Standard No. 205.00, as shown in the contract documents.

3.04 TESTING, SAMPLING AND INSPECTION

- A. A recognized independent testing laboratory shall test materials used on the project. The Manufacturer, instead of an independent laboratory, may test project sample specimens, provided the Owner, Engineer, and Manufacturer agree of this testing method prior to project commencement. Specific materials recommended by the Engineer shall then be tested.
- B. At the discretion of the Engineer or owner, **twenty-five (25) percent** of all manholes rehabilitated with a specified coating shall be tested by the contractor and at the contractor's expense.
- C. Acceptable testing methods are identified in the Testing and Inspection section of the respective product execution sections.
- D. Manholes to be tested and testing methods to be used will be at the discretion of the Engineer.
- E. For every manhole that fails one or more of the specified tests, an additional manhole will be tested, at the discretion of the Owner. The cost of sampling and testing of the products during placement and the surface to which it is applied shall be borne by the Contractor. Other testing required showing conformance with these specifications shall be the responsibility of the Contractor. Certified test reports and certificates, when so directed, shall be submitted in duplicate to the Engineer and to such other agencies or persons the Owner may designate.

END OF SECTION

EXHIBIT 3 – SUBMITTAL INQUIRY FORM
(Pre-submittal Questions, General Clarifications, etc.)

PROJECT NAME: MANHOLE REHABILITATION PROJECT

RFP NUMBER: 548-24

DEADLINE FOR INQUIRIES: 5:00 PM, February 15, 2024

QUESTIONS ON: ORIGINAL RFP PACKET or ADDENDUM NO.

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

EXHIBIT 4 – DRAFT CONSTRUCTION AGREEMENT

CITY OF HOBBS CONTACT

Tim Woomer
200 E. Broadway, Hobbs, NM
(575) 397-9315
twoomer@hobbsnm.org

<Draft Agreement starts on next page>



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of _____, 20____, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and _____, an independent contractor with a business address of _____ (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ _____ inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: _____, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ _____. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ _____ per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: _____, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at _____ or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at _____; and
Contacting City via e-mail at _____.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

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

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

EXAMINED

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Account No.: _____

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Attorney

Contractor Approval:

Contractor Signature

City Manager Approval:

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

City Clerk

Mayor Approval:
(Professional Service Contracts over
\$75,000)

Mayor

ATTACHMENT A: PROPOSAL FORM SIGNATURE SHEET

PROPOSAL 548-24

MANHOLE REHABILITATION PROJECT

TO: The City of Hobbs, New Mexico

_____, 20____

Proposal of _____:
(Company Name)

- A) A Corporation under the laws of the State of _____; or
- B) A partnership consisting of _____; or
- C) An individual trading as _____.

The undersigned Offeror, pursuant to the foregoing "Request for Proposals", has carefully examined the Instructions to Offerors, this proposal form and the Specifications.

Company Name

BY: _____

Type or Print Name

Email address

Address

Telephone Number

City State Zip

Resident Preference No.

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED AS FOLLOWS:

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____

ATTACHMENT B: CERTIFICATE OF INSURANCE

<<<This sheet shall be replaced with the contractors Certificate of Insurance>>>

Insurance Coverage:

The Contractor shall obtain, and provide proof thereof, to the Owner the following insurance coverage:

1. Professional Liability insurance as follows:

- a. The Offeror will be required to carry professional liability (errors and omissions) insurance of no less than \$1,000,000.

2. General Liability as follows:

- a. Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limit for bodily injury and property damage.

3. Automobile Liability as follows:

- a. Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

The City of Hobbs shall be named as an additional insured on all coverages.

Contractor shall further obtain and provide proof to the Owner of any other insurance coverage required by the statutes of the State of New Mexico or regulations of any agency of the State of New Mexico governing this type of Project.

Workers' Compensation is required along with State statutory employers' liability limits regardless of number of employees.

Contractor covenants, warrants, and agrees that it shall indemnify, defend, save and hold the City of Hobbs, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents (collectively and individually as "Owner") harmless from any and all liability, damage, expense, cause of action, suits, claims, judgments, losses, costs, expenses, and liens, of every kind and nature, including, but not limited to, those arising from injury to person(s) or damage to property, arising out of, resulting from, or occurring during this project. This indemnification and hold harmless by Contractor to the City of Hobbs (Owner) shall include, but not be limited to, the City of Hobbs' (Owner's) attorney's fees and costs incurred in defending against the same, and in prosecuting any crossclaims or counterclaims required or arising therefrom.

ATTACHMENT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Date

Title (Position)

ATTACHMENT D: VETERANS' PREFERENCE FORM

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.

ATTACHMENT E: NON-COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

STATE OF _____)

CITY OF _____)

_____ (name) being first duly sworn, deposes and says that he/she is (title) _____ of (organization) _____

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 offeror/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 offeror/bidder of anyone else interested in the proposed contract; and further,

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

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 offeror/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 offeror/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 offeror/bidder in his/her business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission Expires:

ATTACHMENT F: NON-DEBARMENT CERTIFICATION

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion**

The Bidder/Offeror 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/offeror 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: _____

Signature _____

Print Name _____

ATTACHMENT G: RELATED PARTY DISCLOSURE

To be filled out by Bidders and Offerors 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 ___

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 ___
Receiving, furnishing of goods, services or facilities?	YES ___ NO ___
Commissions or royalty payments?	YES ___ NO ___

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 ___

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 ___

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 ___

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

Signature of Owner or Company President _____ Date _____

(Print Name and Title): _____

ATTACHMENT H: PROJECT LISTING FORM

PROJECT LISTING FORM

Organization: _____

DATE: _____

	PROJECT	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.					
2.					
3.					
4.					
5.					
6.					
TOTAL FEES				\$	

Notes:

1. See definitions for calculation of "75% Complete". If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction costs.
3. Federal funds shall be included in project calculations
4. Use additional sheets if necessary.

REMARKS:

ATTACHEMENT I: RESIDENT BUSINESS CERTIFICATION

(Optional)

<Page left intentionally blank>

ATTACHEMENT J: PRICE PROPOSAL

(sealed in a separate envelope)

Bidder agrees to perform all of the work described in the Technical Specifications and as described in the RFP 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 for each bid.) Task Orders will be issued based on the quantity and unit bid items provided by the Bidder.

Base Bid Tabulation Sheet - Manhole Rehabilitation Project					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1.1	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (0 – 10 Manhole Task Order)	1	LS		
1.2	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (11 – 25 Manhole Task Order)	1	LS		
1.3	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (26 – 40 Manhole Task Order)	1	LS		
1.4	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (41 – 60 Manhole Task Order)	1	LS		
2	Provide, Implement, and Maintain a Traffic Control Plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition, obtain approval from COH Traffic Engineering prior to commencement of each phase or task order, all other related work shall be considered incidental to this item.	1	LS	*NEGOTIATED AT TIME OF TASK ORDER*	
3.1	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. (0 – 10 Manholes)	10	EA		
3.2	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. (11 – 25 Manholes)	25	EA		
3.3	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. (26 – 40 Manholes)	40	EA		
3.4	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. (41 – 60 Manholes)	60	EA		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
4.1	Furnish and install CIP Liner (56 oz. 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. (0 – 10 Manholes)	1	VF		
4.2	Furnish and install CIP Liner (56 oz. 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. (11 – 25 Manholes)	1	VF		
4.3	Furnish and install CIP Liner (56 oz. 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. (26 – 40 Manholes)	1	VF		
4.4	Furnish and install CIP Liner (56 oz. 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. (41 – 60 Manholes)	1	VF		
5.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF		
5.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
5.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF		
5.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF		
6.1	Furnish and install CIP Liner (56 oz. 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. (0 – 10 Manholes)	1	VF		
6.2	Furnish and install CIP Liner (56 oz. 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. (11 – 25 Manholes)	1	VF		
6.3	Furnish and install CIP Liner (56 oz. 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. (26 – 40 Manholes)	1	VF		
6.4	Furnish and install CIP Liner (56 oz. 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. (41 – 60 Manholes)	1	VF		
7.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
7.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF		
7.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF		
7.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF		
8.1	Furnish and install CIP Liner (56 oz. 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. (0 – 10 Manholes)	1	VF		
8.2	Furnish and install CIP Liner (56 oz. 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. (11 – 25 Manholes)	1	VF		
8.3	Furnish and install CIP Liner (56 oz. 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. (26 – 40 Manholes)	1	VF		
8.4	Furnish and install CIP Liner (56 oz. 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. (41 – 60 Manholes)	1	VF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
9.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF		
9.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF		
9.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF		
9.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF		
10.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF		
10.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF		
10.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
10.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF		
11.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF		
11.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF		
11.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF		
11.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF		
12.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF		

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
12.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF		
12.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF		
12.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF		
13	Install Owner furnished Manhole Ring and Cover per City of Hobbs Standard Details 205.00 & 209.00, Complete in Place	1	EA		
14	Furnish and Install Concrete Manhole Adjustment per City of Hobbs Standard Detail 205.00, Complete in Place	1	EA		

TOTAL BASE BID PRICE \$ _____

***Note:** Please use a typewriter or print legibly, use words and numbers



ENGINEERING DEPARTMENT

200 E. Broadway St.
Hobbs, NM 88240

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

ADDENDUM NUMBER 1
CITY OF HOBBS
MANHOLE REHABILITATION PROJECT
RFP NO. 548-24

DATE: February 16, 2024

ATTACHMENTS: Sanitary Sewer Manhole Rehab Spec.pdf (9 pages)
City of Hobbs Standard Detail 205.00.pdf (1 page)
City of Hobbs Standard Detail 209.00.pdf (1 page)

The following clarifications shall be made part of the proposal documents for the above-mentioned project. Addendum #1 is intended to address inquiries posed by potential offerors by including additional information, changes, and clarifications.

1. CLARIFICATIONS

- a. Delete all references to the Time and Date Set for Submittal and replace with the following:
 - i. Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **5:00 PM, February 27, 2024**, to provide Construction Services for the **MANHOLE REHABILITATION PROJECT**. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.
- b. Remove pages twenty-two (22) through twenty-nine (29) of the RFP 548-24 document and replace with the revised technical specification included with this Addendum #1, pages twenty-two (22) through twenty-nine A (29A).

2. QUESTIONS

- a. *Will the City of Hobbs accept the Mr. Manhole process when replacing frames and covers?*

City of Hobbs Response

Yes, the City of Hobbs will accept the Mr. Manhole process when replacing manhole frames and covers. Potential Offers should note that the City of Hobbs uses a 30" frame and cover for all sanitary sewer manholes. Potential Offers are advised to review City of Hobbs Standard Details 205.00 and 209.00 as included with this



ENGINEERING DEPARTMENT

200 E. Broadway St.
Hobbs, NM 88240

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

Addendum #1.

- b. *We are asking that Quadex GeoKrete be approved as an alternate equal allowing us to bid your project.*

City of Hobbs Response

The City of Hobbs has evaluated the Quadex GeoKrete product and has determined that it is **not** an equivalent product to what is specified for use on this project. The City of Hobbs will **not** accept Quadex GeoKrete for use on the Manhole Rehabilitation Project RFP No. 548-24.

- c. *Section 1.06 C. – Warranties has both a 1-year warranty (which is standard) and a 20-year warranty which is something we don't offer. Will the 20-year warranty be required for this project?*

City of Hobbs Response

Yes, the City of Hobbs requires that the Contractor shall warrant all work against defects in workmanship for a period of one (1) year from the date of final acceptance. The City of Hobbs requires that the Contractor shall warrant all work against defects in materials for a period of twenty (20) years from the date of final acceptance. The City of Hobbs recommends that potential offers thoroughly examine the revised technical specification section included with this Addendum #1 for full requirements.

- d. *Part 2 lists two different systems for lining the manholes. Is the intention to use the system listed in Section 2.02 or Section 2.04? Or is the contractor to choose either system?*

City of Hobbs Response

The City of Hobbs's intention is to use the products as specified in section 2.02 MANUFACTURERS, the City of Hobbs intention is to use a Cured-In-Place fiberglass/resin liner for this project. The City of Hobbs recommends that potential offers thoroughly examine the revised technical specification section included with this Addendum #1 for full requirements.

- e. *Will you consider extending the bid to allow more time in consideration of the bid?*



ENGINEERING DEPARTMENT

200 E. Broadway St.
Hobbs, NM 88240

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

City of Hobbs Response

The City of Hobbs has considered the allowance of additional time for this project. Potential Offerors are referred to Section 1 Clarifications of this Addendum #1.

- f. *I would like to request a 5-day extension for the due date of RFP 548-24.*

City of Hobbs Response

The City of Hobbs has considered the allowance of additional time for this project. Potential Offerors are referred to Section 1 Clarifications of this Addendum #1.

- g. *The mobilization categories calls for performance bond and payments bonds. Is there any requirement of proof of bonding capacity or proof that bonding can be acquired for each task order?*

City of Hobbs Response

By submitting a response to this Request for Proposals (RFP) Offerors are certifying that they have the bonding capacity to bond any project task order as defined in Attachment J. The City of Hobbs further reserves the right to request, including but not limited to, financial information / bonding capacity from Offerors prior to and after award the contract for this project. Offeror shall provide the City of Hobbs with the requested information within a reasonable amount of time.

Please acknowledge receipt of this addendum by placing the number "1" or writing "one" and writing the date in the space provided on Attachment A: Proposal Form Signature Sheet.

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

Sincerely,
THE CITY OF HOBBS

Todd Randall, PE
City Engineer

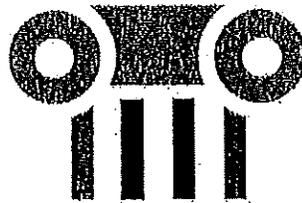
Phone: (575) 397-9232
Email: trandall@hobbsnm.org

EXHIBIT A

**The City of Hobbs
Requests for Proposals
For Construction Services
Manhole Rehabilitation Project
RFP No: 548-24**

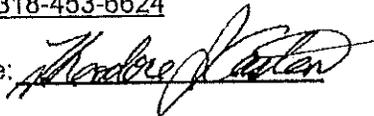
**Bid Submission by
Infrastructure Rehabilitation USA, Inc.**

401 Edwards Street, Suite 2100
Shreveport, LA 71101



Infrastructure Rehab USA ^{INC}
The 21st Century Solution Company

Submittal Letter

- Submitting Business: Infrastructure Rehabilitation USA, Inc.
- Name and title of the person(s) authorized by the company: Theodore Casten,
President and CEO
- Names, titles, and telephone numbers of persons to be contacted: William Casten,
Vice-President, 318-415-8234 and Noah Baker, CAO, 318-453-6624
- Signature of person authorized to contractually obligate: 
- Offeror is appropriately Licensed by the State of New Mexico: Offeror can operate
under NM GS29 Specialty License (#409302)

DIVISION V – EVALUATION CRITERIA

A. Specialized design and technical competence

Our company, Infrastructure Rehabilitation USA, is proficient in all levels of the cured-in-place manhole rehabilitation process. Our installers are required to pass an extensive training process by apprenticing on 250 installations. We are skilled at rehabilitating large and difficult shape structures such as: large diameter holes, flat tops, double offsets, deep structures, etc. Due to our long history of success in the CIP manhole market, Infrastructure Rehab is the only company on a national purchasing cooperative qualified to perform CIP Manhole and Lift Station Rehabilitation.

B. Capacity and capability

We are currently the largest provider of cured-in-place manhole rehabilitation services in the United States. We service 14 states stretching from New Mexico to North Carolina with up to 10 installation crews that solely perform cured-in-place manhole rehabilitation services. Our crew capacity, along with our controlling of the manufacturing arm, CIP Industries, allows us to deliver work without any delays from outside forces.

C. Past record of performance

In 22 years of installing cured-in-place manhole liners, our company has not had a single warranty claim or failed to complete a project awarded to us. We currently have large cured-in-place manholes contracts ranging from 50-750 manholes in the given contracts. Due to our large volume of on-going work, we are able to keep our costs lean with respect to the manufacturing expense and our installation costs. With our large number of crews, we are very confident in our ability to not only meet schedules, but finish work ahead of time.

D. Proximity to or familiarity

We have completed multiple projects for the city of Hobbs in the past decade and are extremely familiar with the area that the project is located in. Also, two of our main hubs for work are in west Texas (Abilene, Lubbock, Midland, Odessa) and El Paso, TX. By having crews based out of these areas we can easily service the City of Hobbs when they request our services.

E. Amount of design work

None

F. Volume of work previously awarded

We have previously been awarded two contracts with the City of Hobbs, New Mexico for cured-in-place manhole rehab and have completed 100% of each of those contracts.

2016 – Five (5) Manholes

2018 – Five (5) Manholes

G. Price Proposal (Sealed in Separate Envelope)

See Price Proposal Form in separate envelope

ATTACHMENT A: PROPOSAL FORM SIGNATURE SHEET

PROPOSAL 548-24

MANHOLE REHABILITATION PROJECT

TO: The City of Hobbs, New Mexico

2/15, 2024

Proposal of Infrastructure Rehabilitation USA, Inc.
(Company Name)

- A) A Corporation under the laws of the State of Louisiana; or
- B) A partnership consisting of _____; or
- C) An individual trading as _____.

The undersigned Offeror, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to Offerors, this proposal form and the Specifications.

Infrastructure Rehabilitation USA, Inc.
Company Name

BY: William Casten

William Casten
Type or Print Name

401 Edwards Street, Suite 2100
Address

<u>Shreveport</u>	<u>LA</u>	<u>71106</u>
City	State	Zip

wcasten@irehabusa.com
Email address

318-629-5485
Telephone Number

N/A
Resident Preference No.

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED AS FOLLOWS:

ADDENDUM NUMBER: 1 DATED: 2/16 ADDENDUM NUMBER: _____ DATED: _____

ADDENDUM NUMBER: _____ DATED: _____ ADDENDUM NUMBER: _____ DATED: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 470 Ashley Ridge Boulevard Shreveport LA 71106	CONTACT NAME: Amy Strange PHONE (AG, No, Ext): 318-629-8124 FAX (AG, No):	
	E-MAIL ADDRESS: Amy.Strange@ajg.com	
INSURER(S) AFFORDING COVERAGE		NAIQ #
INSURED Infrastructure Rehabilitation USA, Inc. 401 Edwards St Suite 2100 Shreveport LA 71101	INSURER A: Westchester Surplus Lines Insurance Co	10172
	INSURER B: Retailers Casualty Insurance Company	10718
	INSURER C: Travelers Property Casualty Co of America	25674
	INSURER D: Scottsdale Insurance Company	41297
	INSURER E: Palomar Excess and Surplus Insurance Company	16754
INSURER F:		

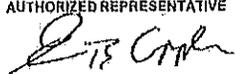
COVERAGES **CERTIFICATE NUMBER:** 1823401540 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	RBS0104716	1/26/2024	1/26/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	PES-XS-01-1005	1/26/2024	1/26/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	99912658	8/18/2023	8/18/2024	<input type="checkbox"/> N/A E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Pollution Liability Installation Floater	Y	Y	G2830481A 004 QT6601L177361TIL24	5/19/2023 1/26/2024	5/19/2024 1/26/2025	\$1,000,000 \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as Additional Insured - Primary and Noncontributory - Automatic Status When Required in a GL Written Contract or Agreement (Including Completed Operations)
 Waiver of Transfer of Rights of Recovery Against Others to Us - Automatic status When GL required In Contract or Agreement

The Umbrella policy follow form.
 Waiver of Subrogation applies to the Pollution Liability policy.
 Additional Insured endorsement applies to the Pollution Liability Policy.
 Primary and Noncontributory endorsement applies to the Pollution Liability policy.
 See Attached...

CERTIFICATE HOLDER City of Hobbs, NM 200 E. Broadway Hobbs, NM 88240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: INFRREH-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Infrastructure Rehabilitation USA, Inc. 401 Edwards St Suite 2100 Shreveport LA 71101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies to Workers Compensation
Additional Insured: City of Hobbs, NM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm CASSIUS BURRELL INSURANCE AGENCY INC 880 BERT KOUNS IND LOOP SHREVEPORT LA 71118	CONTACT NAME: ROBIN MCCOLE PHONE (A/C No., Ext.): 318-887-3822 E-MAIL ADDRESS: ROBIN.MCCOLE.UDQP@STATEFARM.COM FAX (A/C No.): 318-688-8330
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED INFRASTRUCTURE REHABILITATION USA, INC 401 EDWARDS ST SUITE 2100 SHREVEPORT LA 71101	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	218-5882-A31-18	01/31/2024	07/31/2024	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION(S) / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hobbs, New Mexico is listed as Additional Insured.

CERTIFICATE HOLDER CITY OF HOBBS NM 200 E BROADWAY HOBBS NM 88240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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.

William Carter
Signature
Vice-President

Title (Position)

2/15/2024
Date

ATTACHMENT D: VETERANS' PREFERENCE FORM

Resident Veterans Preference Certification

NOT APPLICABLE (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."

NOT APPLICABLE

2/15/2024

(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.

ATTACHMENT E: NON-COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA)

CITY OF SHREVEPORT)

WILLIAM J. CASTEN (name) being first duly sworn, deposes and

says that he/she is (title) VICE PRESIDENT

of (organization) INFRASTRUCTURE REHABILITATION USA, 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 offeror/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 offeror/bidder of anyone else interested in the proposed contract; and further,

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

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 offeror/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 offeror/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 offeror/bidder in his/her business.

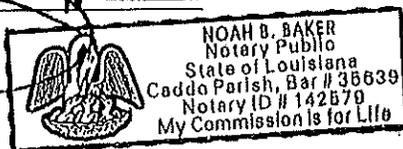
By: William Casten

Title: VICE PRESIDENT

SUBSCRIBED and sworn to before me this 15th day of FEBRUARY, 2024

Notary Public: [Signature]

My Commission Expires:



ATTACHMENT F: NON-DEBARMENT CERTIFICATION

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion**

The Bidder/Offeror 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/offeror 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: Infrastructure Rehabilitation USA, Inc.

Signature William Casten

Print Name William Casten

ATTACHMENT G: RELATED PARTY DISCLOSURE

To be filled out by Bidders and Offerors 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 ✓

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 ✓
Receiving, furnishing of goods, services or facilities? YES ___ NO ✓
Commissions or royalty payments? YES ___ NO ✓

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 ✓

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 ✓

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 ✓

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

Signature of Owner or Company President Theodore J. Casten Date 2/15/2024

(Print Name and Title): Theodore J. Casten - President

ATTACHMENT H: PROJECT LISTING FORM

PROJECT LISTING FORM

Organization: Infrastructure Rehabilitation USA, Inc.

DATE: 2/15/2024

	PROJECT	AWARD DATE	CONTRACT DATE	AMOUNT	% COMPLETE
1.	Lubbock, TX- CIPM	9/27/23	1/5/24	\$ 417,181.30	50
2.	Brownsville, TX- CIPM	11/23/23	11/29/23	\$ 249,662.00	95
3.	El Paso Water, TX- CIPM	1/11/23	1/11/23	\$ 5,287,000.00	99
4.	Kingsville, TX- CIPM	12/12/23	1/23/24	\$ 473,306.40	5
5.	Lake Charles, LA- CIPM	12/22/23	12/22/23	\$ 93,240.00	100
6.	Fabens, TX- CIPM	1/24/24	1/25/24	\$ 198,995.00	25
TOTAL FEES				\$ 6,719,384.70	

Notes:

1. See definitions for calculation of "75% Complete". If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction costs.
3. Federal funds shall be included in project calculations
4. Use additional sheets if necessary.

REMARKS:

ATTACHEMENT J: PRICE PROPOSAL

(sealed in a separate envelope)

Bidder agrees to perform all of the work described in the Technical Specifications and as described in the RFP 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 for each bid.) Task Orders will be issued based on the quantity and unit bid items provided by the Bidder.

Base Bid Tabulation Sheet - Manhole Rehabilitation Project					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1.1	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (0 – 10 Manhole Task Order)	1	LS	\$15,000	\$15,000
1.2	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (11 – 25 Manhole Task Order)	1	LS	\$12,000	\$12,000
1.3	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (26 – 40 Manhole Task Order)	1	LS	\$10,000	\$10,000
1.4	Mobilization - Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost. (41 – 60 Manhole Task Order)	1	LS	\$10,000	\$10,000
2	Provide, Implement, and Maintain a Traffic Control Plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition, obtain approval from COH Traffic Engineering prior to commencement of each phase or task order, all other related work shall be considered incidental to this item.	1	LS	*NEGOTIATED AT TIME OF TASK ORDER*	
3.1	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. (0 – 10 Manholes)	10	EA	\$500	\$5,000
3.2	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. (11 – 25 Manholes)	25	EA	\$450	\$11,250
3.3	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. (26 – 40 Manholes)	40	EA	\$400	\$16,000
3.4	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. (41 – 60 Manholes)	60	EA	\$375	\$22,500

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
4.1	Furnish and install CIP Liner (56 oz. 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. (0 – 10 Manholes)	1	VF	\$785	\$785
4.2	Furnish and install CIP Liner (56 oz. 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. (11 – 25 Manholes)	1	VF	\$780	\$780
4.3	Furnish and install CIP Liner (56 oz. 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. (26 – 40 Manholes)	1	VF	\$780	\$780
4.4	Furnish and install CIP Liner (56 oz. 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. (41 – 60 Manholes)	1	VF	\$775	\$775
5.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF	\$850	\$850
5.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF	\$850	\$850

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
5.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF	\$830	\$830
5.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF	\$820	\$820
6.1	Furnish and install CIP Liner (56 oz. 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. (0 – 10 Manholes)	1	VF	\$825	\$825
6.2	Furnish and install CIP Liner (56 oz. 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. (11 – 25 Manholes)	1	VF	\$825	\$825
6.3	Furnish and install CIP Liner (56 oz. 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. (26 – 40 Manholes)	1	VF	\$820	\$820
6.4	Furnish and install CIP Liner (56 oz. 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. (41 – 60 Manholes)	1	VF	\$810	\$810
7.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF	\$900	\$900

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
7.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF	\$895	\$895
7.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF	\$885	\$885
7.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF	\$860	\$860
8.1	Furnish and install CIP Liner (56 oz. 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. (0 – 10 Manholes)	1	VF	\$885	\$885
8.2	Furnish and install CIP Liner (56 oz. 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. (11 – 25 Manholes)	1	VF	\$885	\$885
8.3	Furnish and install CIP Liner (56 oz. 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. (26 – 40 Manholes)	1	VF	\$860	\$860
8.4	Furnish and install CIP Liner (56 oz. 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. (41 – 60 Manholes)	1	VF	\$850	\$850

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
9.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF	\$950	\$950
9.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF	\$950	\$950
9.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF	\$930	\$930
9.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF	\$920	\$920
10.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF	\$1,000	\$1,000
10.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF	\$1,000	\$1,000
10.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF	\$985	\$985

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
10.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF	\$985	\$985
11.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF	\$1,070	\$1,070
11.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF	\$1,050	\$1,050
11.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF	\$1,050	\$1,050
11.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF	\$1,025	\$1,025
12.1	Furnish and install CIP Liner (68 oz. 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. (0 – 10 Manholes)	1	VF	\$1,100	\$1,100

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
12.2	Furnish and install CIP Liner (68 oz. 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. (11 – 25 Manholes)	1	VF	\$1,100	\$1,100
12.3	Furnish and install CIP Liner (68 oz. 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. (26 – 40 Manholes)	1	VF	\$1,100	\$1,100
12.4	Furnish and install CIP Liner (68 oz. 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. (41 – 60 Manholes)	1	VF	\$1,100	\$1,100
13	Install Owner furnished Manhole Ring and Cover per City of Hobbs Standard Details 205.00 & 209.00, Complete in Place	1	EA	\$1,500	\$1,500
14	Furnish and Install Concrete Manhole Adjustment per City of Hobbs Standard Detail 205.00, Complete in Place	1	EA	\$2,000	\$2,000

TOTAL BASE BID PRICE \$ 138,335.00

***Note:** Please use a typewriter or print legibly, use words and numbers