

# Commission Meeting Agenda



## *Mayor*

Samuel D. Cobb

## *City Commission*

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

## *Acting City Manager*

Manny Gomez

*April 6, 2020*



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

**Monday, April 6, 2020 - 6:00 p.m.**  
**Virtual Meeting Held by Video Conference**

Sam D. Cobb, Mayor

Marshall R. Newman  
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](http://www.hobbsnm.org)

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**ORGANIZATIONAL MEETING OF THE COMMISSION**

- ▶ Selection of Mayor Pro-Tem Pursuant to Section 5-1 of the Hobbs City Charter (*Mayor Sam Cobb*)

**APPROVAL OF MINUTES**

1. Minutes of the March 16, 2020, Regular Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

## **PUBLIC COMMENTS**

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or via fax at (575) 397-9334 no later than 4:30 p.m. on April 6, 2020.

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

2. Resolution No. 6923 - Authorizing the Mayor to Make Appointments to Various City of Hobbs Advisory Boards *(Mayor Sam Cobb)*
3. Resolution No. 6924 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (403 West Alston) *(Raymond Bonilla, Community Services Director)*
4. Resolution No. 6925 - Approving the Final Plan of the Amy and Ben Donahue Subdivision, Unit One *(Kevin Robinson, Planning Department)*

## **DISCUSSION**

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

5. **FINAL ADOPTION:** Ordinance No.1123 - Amending Chapter 3.20 of the Hobbs Municipal Code Regarding the City of Hobbs' Procurement Policy *(Toby Spears, Finance Director)*  
**\*\*NOTE:\*\*** Public Comment on this ordinance should be submitted in writing via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or via fax at (575) 397-9334 no later than 4:30 p.m. on April 6, 2020.
6. Resolution No. 6926 - Approving a Lease Assignment for the Hobbs Motorsports Park Facility to Hobbs Airfield Speedway, LLC *(Kevin Robinson, Planning Department)*
7. Resolution No. 6927 - Approving an Amendment to the Development Agreement with Suerte Land Group, LLC, Concerning the Projection of Suerte Drive South of the Existing Terminus Dated April 1, 2019 *(Kevin Robinson, Planning Department)*
8. Consideration of Approval of Bid No. 1577-20 to Furnish Labor and Parts for Pump Repair and Recommendation to Award Bid to WHB Pump Sales, LLC, of Lovington, New Mexico, in an Indefinite Quantity Amount *(Tim Woomeer, Utilities Director)*

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

9. Next Meeting Date:

- ▶ City Commission Regular Meeting  
***Monday, April 20, 2020***, at 6:00 p.m.

## **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 6, 2020

**SUBJECT:** City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: March 13, 2020  
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of March 16, 2020

**Fiscal Impact:**

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

N/A

**Attachments:**

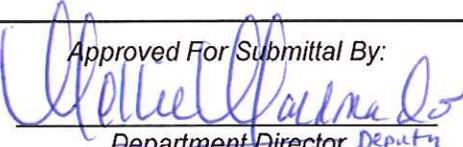
Minutes as referenced under "Summary".

**Legal Review:**

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

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:  
  
 \_\_\_\_\_  
 Department Director Deputy City Clerk  
 \_\_\_\_\_  
 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, March 16, 2020, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

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

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

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

Also present:

Manny Gomez, Acting City Manager/Fire Chief  
Efren Cortez, City Attorney  
John Ortolano, Police Chief  
Barry Young, Deputy Fire Chief  
Todd Randall, City Engineer  
Kevin Robinson, Development Director  
Shannon Carter, Municipal Court Administrator  
Doug McDaniel, Parks and Recreation Director  
Matt Hughes, Rockwind Community Links Superintendent  
Bryan Wagner, Parks and Open Spaces Director  
Michal Hughes, Recreation Superintendent  
Angela Courter, Senior Affairs Coordinator  
Lyndsey Henderson, CORE Director  
Steve Schoch, Rockwind General Manager/Golf Pro  
Nicholas Goulet, Human Resources Director  
Toby Spears, Finance Director  
Ron Roberts, Information Technology Director  
Tim Woomer, Utilities Director  
Shelia Baker, General Services Director  
Meghan Mooney, Communications Director  
Ann Betzen, Risk Manager/Executive Assistant  
April Avila, Clerk Record Specialist  
Jan Fletcher, City Clerk  
11 citizens

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

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

### **Approval of Minutes**

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, March 2, 2020, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Mills yes, Taylor yes, Newman yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

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

#### *Presentation of Plaque to Commissioner Patricia Taylor*

Mayor Cobb presented a plaque of appreciation to Commissioner Patricia Taylor honoring her years of service as a City Commissioner from 2015-2020. He expressed his gratitude to Commissioner Taylor for her dedicated service to the City of Hobbs and the community.

#### *Recognition of City Employees - Milestone Service Awards for the Month of March, 2020*

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of March, 2020, which total over 20 years of service worked. Acting City Manager/Fire Chief Gomez read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 5 years - Avery Walker, Golf Maintenance
- 5 years - Jessica Cervantes, Hobbs Fire Department
- 5 years - Nyssa Rodgers, Human Resources Department
- 5 years - Emilio Lucero, Traffic Department

Acting City Manager/Fire Chief Gomez stated these employees are not present due to COVID-19 and social distancing requirements. He thanked the Commission for recognizing the employees and their service to the City. He stated employees are the most important resource and asset within the organization. Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to the employees and their families.

### **Public Comments**

There were no public comments.

## **Consent Agenda**

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

Resolution No. 6917 - Approving the Final Plan for Subdivision of the NW 1/4 of Section 34, Township 19 South, Range 37 East, N.M.P.M., in Lea County, New Mexico, Located Southwest of the Intersection of West Monument Road and Cemetery Road

Resolution No. 6918 -Approving Recommended Amendments to the City of Hobbs Cemeteries Rules and Regulations as Approved by the Cemetery Board

Resolution No. 6919 -Authorizing an Agreement with the Hobbs Boys and Girls Club and the Department of Finance and Administration for HB2 Legislative Funding for the Hobbs Boys and Girls Club in the Amount of \$50,000.00

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

## **Discussion**

### Preview and Unveiling of 2020 Census Television Commercial

Ms. Meghan Mooney, Communications Director, previewed the unveiling of the 2020 Census Television Commercial. She thanked the Commission, the City of Hobbs and the Hobbs 2020 Census Complete Count Committee for their assistance in the 2020 Census. Ms. Mooney stated the 2020 Census Television Commercial is part of the vision for the Census campaign. Ms. Mooney also thanked Mr. Luis Gomez with Gomez Pro Audio and Visual for helping to make it a reality. She stated there were also several smaller videos made in this process with repurposed content and will be shared on social media and websites. Ms. Mooney previewed the 2020 Census five main campaign points as follows:

- Everyone counts in the 2020 Census. If you live here and sleep here, you count here. Citizens and non-citizens each count in the U.S. Census at the location where they reside most of the time.
- Over \$675 billion in federal and state government funding is based on Census data. This funding goes towards things such as safer roads, better education, improved healthcare, more housing options, and attracting new businesses.

- Census data is actually some of the most important information to businesses when looking for a new location. They look for communities that are large and diverse enough to support their profits. Businesses cannot be expected to invest thousands or millions of dollars into our community without assuring them that there is a population which can support them. So, the first way to get new places to eat and shop is to each fill out the 2020 Census. The goal for both attracting new businesses and funding is 50,000 people as that population number is when new large companies start moving to a community.
- Census information is kept private within the Census Bureau for 72 years. Any Census official who violates this will face up to five years in prison and \$250,000.00 in fines, so citizens can be sure their information is safe and secure.
- The four ways to respond are the hard copy questionnaire received in the mail, over the phone with a Census official, online, or in person with a Census official who will do a home visit. They will begin visiting residences who have not responded in April or May. The most preferred response is online so a live count can be seen. This is also the first time the Census has ever been available online, so it's much more convenient than ever before.

Ms. Mooney encouraged everyone to go to [www.2020census.gov](http://www.2020census.gov) to complete their 2020 Census forms and stated "Let's make Hobbs count!!"

In response to Mayor Cobb's questions, Ms. Mooney stated due to the COVID-19, the 2020 Census is recommending completion of the forms online. She stated the census deadline is July 31st.

#### *Presentation of 2019 Annual Report - Recreation Department*

The Recreation Department consisting of Mr. Doug McDaniel, Recreation Director, Ms. Lyndsey Henderson, CORE Facility Director, Mr. Steve Schoch, Rockwind Golf Professional/GM, Ms. Angela Courter, Senior Affairs Coordinator and Michal Hughes, Recreation Superintendent, presented the 2019 Recreation Annual Report to the Commission. Mr. McDaniel stated the Recreation Department has re-located to the CORE Facility. Through a PowerPoint presentation, the Recreation Department reviewed their Department Leadership Team, Summer Aquatics, Summer Recess, Summer Sports, and statistics on the usage of facilities and events, statistics on memberships, Core Marketing, Special Events, Summer Programs, Teen Center, Rockwind Community Links Golf Shop, and Hobbs Senior Center.

Mayor Cobb thanked the Recreation Department for a job well done.

### **Action Items**

#### **Resolution No. 6920 -Accepting and Approving the FY 2019 Audit**

Mr. Toby Spears, Finance Director, stated the City of Hobbs' 2019 Fiscal Year Audit Report was prepared by Hinkle + Landers and he introduced Mr. Farley H. Vener, Partner In-Charge.

Mr. Vener, who participated in the meeting via teleconferencing, presented a PowerPoint to the Commission and reviewed the following:

Auditor's Communications - AU-C 260  
Significant Audit Results/Opinion  
Findings/Recommendations  
Review Financial Statement Trends

Mr. Spears thanked Mr. Vener and his firm for doing a very thorough independent audit for the City of Hobbs. He also thanked the Departments for their assistance during the audit process.

There being no further discussion, Commissioner Calderón moved that Resolution No. 6920 be approved as submitted. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderon yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

#### **Resolution No. 6921 -Accepting and Confirming the Certificate of Canvass of the March 3, 2020, Municipal Officer Election for the City of Hobbs**

Ms. Jan Fletcher, City Clerk, stated pursuant to §1-13-1 through §1-13-24, NMSA, 1978, the Board of County Commissioners is designated as the Canvassing Board to certify the canvass of the March 3, 2020, Municipal Officer Election for the City of Hobbs. Ms. Fletcher stated the County Canvassing Board approved the canvass of the election returns as correct in an open meeting in Lovington, New Mexico, on March 12, 2020. She stated Certificates of Election will be issued by the Secretary of State's Office and mailed to the newly-elected officials. Ms. Fletcher recommended the Hobbs City Commission confirm and accept the County Canvassing Board's Certificate of Canvass of the election.

There being no further discussion, Commissioner Penick moved that Resolution No. 6921 be approved as submitted. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderon

yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation application packet are attached and made a part of these minutes.

Consideration of Approval of a New Mexico State Contract Agreement with Dustrol, Inc., for Hot In Place Recycling of Asphalt Pavement in an Estimated Total Cost of \$767,233.80

Ms. Shelia Baker, General Services Director, explained the agreement with Dustrol, Inc., for Hot In-Place Recycling of Asphalt Pavement in an estimated total cost of \$767,233.80. She stated the New Mexico Department of Transportation has a State of New Mexico Purchasing Contract for Hot In-Place Recycling of Asphalt Pavement. Ms. Baker stated the City of Hobbs would like to utilize this agreement and contract Dustrol, Inc. to provide Hot In-Place Recycling. She reviewed the streets that would be recycled which are in the southwest area of the City, bound by the limits of Sanger/Main and Turner/Gulf. Ms. Baker further stated these streets have not been hot asphalt recycled before. She stated Dustrol will be available to begin work in May, 2020, and the project should take approximately six weeks to complete.

There being no further discussion, Commissioner Newman moved to approve the agreement with Dustrol, Inc., for Hot In-Place Recycling of asphalt pavement in an estimated total cost of \$767,233.80. Commissioner Taylor seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes, Taylor yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Consideration of Approval of RFP No. 517-20 for Concession Services at City Athletic and Aquatics Facilities and Recommendation to Accept Proposals from J5 Services, LLC, and Mojo Concessions

Mr. McDaniel explained RFP No. 517-20 for concession services at City Athletic and Aquatics Facilities. He stated the RFP was advertised on February 23, 2020, and responses were due on March 5, 2020. Mr. McDaniel stated the Finance Department received two proposals and both of these proposals were deemed responsive. He stated the Evaluation Committee, which was comprised of staff from the Recreation, Parks and Open Spaces and Communications Departments, reviewed and scored the proposals as follows:

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

Mr. McDaniel stated both respondents have been operating concession facilities at the proposed locations for many years. He stated to comply with New Mexico Anti-Donation law, concessionaires operating at City facilities will now have a contract with the City. Mr. McDaniel stated previously all concessionaires had agreements with local leagues. Contracts will have terms of one year with the option to renew for three additional one-year terms. Mr. McDaniel stated performance will be reviewed on an annual basis and language within the agreement will allow for termination of the agreement by either party. He stated J5 Services, LLC, will compensate the City in the amount of \$1,000.00 for the operation of the Complex II Concession facility and Mojo Concessions will compensate the City in the amounts of \$1,000.00, \$500.00, \$250.00 (\$1,750.00 total) for the operation of concession facilities at the Zia Plex, Jefferson Ballfields, and Complex I. Mr. McDaniel stated no proposals were received for the operation of the concession facilities at the MLK SoccerPlex or the Seasonal Pools, Del Norte, Heizer and Humble.

There being no further discussion, Commissioner Gerth moved to accept the proposal for concession services at City Athletic and Aquatics Facilities to J5 Services, LLC, and Mojo Concessions as discussed. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes, Taylor yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

*Resolution No. 6922 - Accepting a Contribution of \$25,000.00 to the Eddy-Lea Energy Alliance, LLC, from Lea County*

Mayor Cobb explained the resolution and stated a contribution of \$25,000.00 to the Eddy-Lea Energy Alliance, LLC, is from Lea County. He stated the City of Hobbs, Lea County, Eddy County and the City of Carlsbad are members of the Eddy-Lea Energy Alliance (ELEA). Mayor Cobb stated ELEA owns property on the Eddy/Lea County line that has been characterized by the federal government as a possible temporary storage for nuclear material. He stated the project has potential for significant economic development for the parties. Mayor Cobb continued to state the Joint Powers Agreement (JPA) between the governmental entities states that contributions from funds of the parties may be made to defray the costs of ELEA. He stated each member annually is requested to make equal annual contributions to defray the costs of ELEA. Mayor Cobb stated Lea County did not make the last required contribution of \$25,000.00 while the remaining members made such contributions and pursuant to Section 4.6 of the Joint Powers Agreement, the City of Hobbs seeks to accept Lea County's \$25,000.00 contribution but may only consent to a cure of a member's deficiency in writing.

There being no further discussion, Commissioner Calderón moved that Resolution

No.6922 be approved as submitted. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderon yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Acting City Manager/Fire Chief Gomez thanked Mr. McDaniel and his staff for a great presentation on the 2019 Annual Report for the Recreation Department.

Acting City Manager/Fire Chief Gomez stated the COVID-19 health situation is ever evolving and is a disruption to the Nation. He stated the City has updates on its website regarding COVID-19. Acting City Manager/Fire Chief Gomez further stated social isolation is the most important and recommended everyone to wash their hands and disinfect surfaces.

Commissioner Gerth suggested that citizens call the City of Hobbs for information regarding COVID- 19 and not rely on Facebook.

Commissioner Gerth thanked Commissioner Taylor for her dedication and service as a City Commissioner.

Commissioner Mills stated it was good seeing everyone at the supermarkets but recommended everyone to keep everything in perspective regarding the COVID 19.

Commissioner Mills stated an announcement was made last week that Hobbs will be getting a Veterans Clinic.

Commissioner Taylor thanked the Commission and City staff for helping her as she learned the position of City Commissioner. She stated Hobbs is the greatest place to live.

Commissioner Calderón thanked Commissioner Taylor for doing a good job as a City Commissioner and stated they have become good friends.

Commissioner Calderón stated that school has been cancelled for the next three weeks.

Commissioner Penick also thanked Commissioner Taylor for serving as a City Commissioner and he stated it has been an honor to serve with her.

Commissioner Penick thanked Acting City Manager/Fire Chief Gomez and Commissioner Mills for all their assistance on the Veterans Memorial that will be placed in Hobbs.

Commissioner Newman also thanked Commissioner Taylor for serving as a City Commissioner.

Mayor Cobb stated the City is resilient and will commit to make the right financial decisions as needed during the COVID-19 virus.

**Adjournment**

There being no further business or comments, Commissioner Newman moved that the meeting adjourn. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Calderón yes, Penick yes, Gerth yes, Taylor yes, Cobb yes. The motion carried. The meeting adjourned at 7:40 p.m.

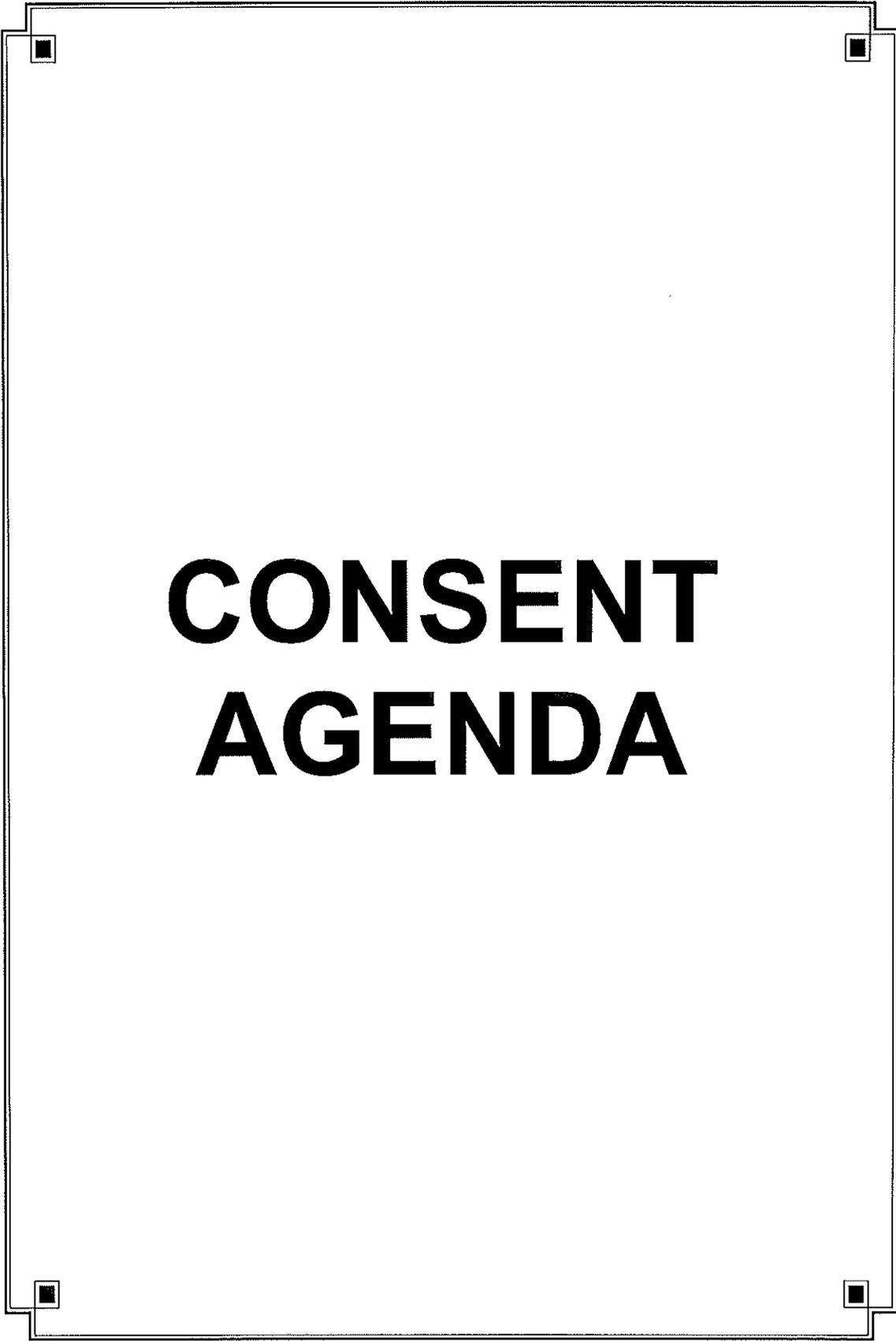
---

SAM D. COBB, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk



# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4-6-20

SUBJECT: A Resolution Authorizing the Mayor to make appointments to City Advisory Boards.

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: 3-31-20  
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to re-appoint the following members whose terms expire March 31, 2020:

Cemetery Board: Bonnie Moran, Sue Sedillo, and Sherry Jo Norman; to the Community Affairs Board: Helen Houston; to the Library Board; Guy Williams and Carolina Greene; to the Planning Board; Tres Hicks, Bill Ramirez, Brett Drennan and Ben Donahue; to the Utilities Board: Benny Choice, Josh Grasham and Philip Ingram. All appointees to serve a two-year term commencing March 31, 2020.

Marshall Newman will serve as commission liaison to the Cemetery Board, Don Gerth as liaison to the Community Affairs Board, Joe Calderon as liaison to the Library Board, Dwayne Penick as liaison to the Planning Board, Larron Fields as liaison to the Utilities Board and Chris Mills as liaison to the Lodgers' Tax Board.

The Mayor would like to make the following appointment to the Community Affairs Board: Yvette Lucero, to fill the position vacated by Fanoy Walters, term will expire March 31, 2022 and Julie McGuinness to the Library Board to fill the position vacated by Jackie McDaniel, term will expire March 31, 2022.

The Mayor would like to re-appoint Oscar Gonzalez to the Lodgers' Tax Board. Term will expire January 1, 2023.

Fiscal Impact:

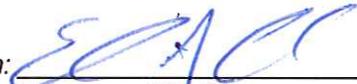
There is no effect on the current year budget.

Reviewed By:   
Department

Attachments:

Resolution

Legal Review:

Approved As To Form:   
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

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

Approved \_\_\_\_\_

Other \_\_\_\_\_

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

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

Denied \_\_\_\_\_

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

CITY OF HOBBS

RESOLUTION NO. 6923

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE APPOINTMENTS TO  
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to the following advisory boards:

**CEMETERY BOARD** (Two-year terms commencing March 31, 2020)

Bonnie Moran – re-appoint  
Sue Sedillo – re-appoint  
Sherry Jo Norman – re-appoint  
Commissioner Marshall Newman – appoint as Liaison

**COMMUNITY AFFAIRS BOARD** (Two-year terms commencing March 31, 2020)

Helen Houston – re-appoint  
Yvette Lucero - appoint  
Commissioner Don Gerth – appoint as Liaison

**LIBRARY BOARD** (Two-year terms commencing March 31, 2020)

Guy Williams – re-appoint  
Carolina Greene – re-appoint  
Julie McGuinness - appoint  
Commissioner Joe Calderon – appoint as Liaison

**PLANNING BOARD** (Two-year terms commencing March 31, 2020)

Tres Hicks – re-appoint  
Bill Ramirez – re-appoint  
Brett Drennan – re-appoint  
Ben Donahue – re-appoint  
Commissioner Dwayne Penick – appoint as Liaison

**UTILITIES BOARD** (Two-year terms commencing March 31, 2020)

Benny Choice – re-appoint  
Josh Grasham – re-appoint  
Philip Ingram – re-appoint  
Commissioner Larron Fields – appoint as Liaison

**LODGERS' TAX BOARD** (Three-year term commencing January 1, 2020)  
Oscar Gonzalez – re- appoint representing Member-at-Large  
Commissioner Chris Mills – appoint as Liaison

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of April, 2020.

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

ATTEST:

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



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 6, 2020

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

DEPT. OF ORIGIN: Community Services

DATE SUBMITTED: March 24, 2020

SUBMITTED BY: Raymond Bonilla, Community Services Department Head

**Summary:**

In its continuing promotion of safety and clean up efforts in the City of Hobbs, the Environmental Division of the Hobbs Community Services has identified the structures and vacant lot which present safety and fire hazards which warrant their destruction. These structures are in dire need of repair. Attachment A contains information of the property.

**Fiscal Impact:**

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

Finance Department

The demolition and clean-up of these properties will cost approximately \$12,000.00. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

**Attachments:**

1. Resolution
2. Photos of Structures contained in Attachment A.

**Legal Review:**

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

City Attorney

**Recommendation:**

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

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

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

Approved \_\_\_\_\_

Other \_\_\_\_\_

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

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

Denied \_\_\_\_\_

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

CITY OF HOBBS

RESOLUTION NO. 6924

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this **6th** day of **April**, 2020.

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

ATTEST:

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

**Attachment A**

	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>	<b>Estimated Cost of Demolition</b>
1	403 W Alston Lot 2, Block 109 Highland Park Add. Hobbs, Lea County, New Mexico	Larry Moreland	403 W Alston Hobbs NM 88240	\$12,000.00

# 403 W ALSTON





*First American Title*

## TITLE REPORT

File No.: 14412-2469698

First American Title Insurance Company, a Nebraska corporation, have searched the records of the Lea County Clerk's Office, with reference to the following described real estate:

### FOR SURFACE TITLE ONLY:

**Lot Two (2), Block One Hundred nine (109), Highland Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed May 9, 1930, in Book 6, Page 186, Miscellaneous Records, Lea County, New Mexico.**

And the following named parties:

R.S. Runyan, Lois G. Runyan, A. Kathryn Blevins and Larry Moreland

At the request of the person/entity paying the consideration for this Report, this Report is limited to the following, from the search of the records of the Lea County Clerk's Office, Lea County, New Mexico:

Last deed of conveyance and any outstanding liens

All title defects, clouds, adverse matters, released liens, rights of way/easements, financing statements and documents reflecting security interest or possible security interest in crops, fixtures of other personal property files in the records of the Lea County Clerk, have been omitted from this Report.

Easements, Rights of Way and Assignments thereof

Any document title Easement or Right of Way together with any Assignments thereof, have been shown, all other items filed in the records of the Lea County Clerk, have been omitted from this Report.

Unreleased liens only

Liens that do not appear to have recorded releases thereof have been shown herein, all other documents filed in the records of the Lea County Clerk, have been omitted from this Report.

All deeds appearing to transfer title from one party to another

All deeds filed in the records of the Lea County Clerk from through the date referenced below, have been shown herein, all other items have been omitted from the Report.

All documents found of record between a specific time period

All documents filed in the records of the Lea County Clerk that were filed between the time periods of and , have been shown, all other items have been omitted from this Report.

1. Quitclaim Deed executed by Kay Blevins aka Kathryn Blevins to R.S. Runyan and Lois G. Runyan, filed September 2, 1970, recorded in Book 321, page 249, as Document No. 43612.
2. Transfer on Death Deed executed by A. Kathryn Blevins to Larry Moreland, filed May 7, 2002, recorded in Book 1145, page 374, as Document No. 21535.
3. Notice of Lien executed by City of Hobbs to Katherin Bleavens, filed February 17, 2006, recorded in Book 1427, page 624, as Document No. 18199.

## TITLE REPORT

The information listed in this Title Report reflects documents recorded through January 3, 2020

A search of the records of the Lea County Treasurer's Office indicates property taxes are as follows:

**2017, 2018 & 2019 TAXES ARE DELINQUENT IN THE AMOUNT OF \$281.14**  
**Base \$77.67 - OWNER #856**

Since reference to the documents above must be made to determine their validity, no liability is assumed for any defects or errors which may appear thereon. Copies of these documents can be obtained upon request at an additional charge.

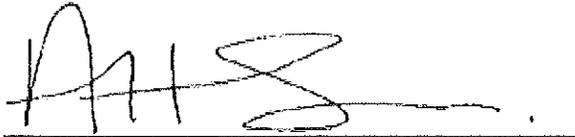
## TITLE REPORT

### Limitation of Liability for Informational Report

**IMPORTANT - READ CAREFULLY:** THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

First American Title Insurance Company, a Nebraska corporation

BY:

A handwritten signature in black ink, appearing to read 'AMS', written over a horizontal line.

Amber Sanchez



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 6, 2020

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN OF THE AMY AND BEN DONAHUE SUBDIVISION, UNIT ONE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: March 30, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for the Amy and Ben Donahue Subdivision, Unit One located in the NE 1/4 of Section 5, T18S, R38E of the N.M.P.M. in Lea County, New Mexico is submitted by Amy and Ben Donahue. The subdivision is located within the Extraterritorial Jurisdiction of Hobbs and southeast of the intersection of Kansas and Davis Lane, both County dedicated and maintained.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

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

Attachments: Resolution, Planning Board Minutes, Subdivision Plat.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consideration to approve the Resolution approving the Amy and Ben Donahue Subdivision, Unit One.

Approved For Submittal By:

[Signature]

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. 6925

**A RESOLUTION TO APPROVE THE FINAL PLAN OF THE AMY AND BEN DONAHUE SUBDIVISION, UNIT ONE.**

WHEREAS, Amy and Ben Donahue have submitted the Final Plan for the Amy and Ben Donahue Subdivision, Unit One located in the NE ¼ of Section 5, T18S, R38E of the N.M.P.M. in Lea County, New Mexico; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the January 21, 2020 meeting; and

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

1. The City of Hobbs hereby grants Final Plan Approval for the Amy and Ben Donahue Subdivision, Unit One located in the NE ¼ of Section 5, T18S, R38E of the N.M.P.M. in Lea County, New Mexico; and

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

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of April, 2020.

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

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

**PLANNING BOARD MEETING  
MINUTES  
January 21, 2020**

The Hobbs Planning Board met on January 21, 2020 at 10:00 a.m. at 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  
Larry Sanderson  
Phillip Ingram  
Ben Donahue  
Brett Drennan

**Members Absent**

Tres Hicks, Chairman

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

Kevin Robinson, Development Director  
Julie Nymeyer, Staff Secretary  
Bruce Reid, County Planner

Sam Cobb, Mayor  
Shawn Williams, Fire Marshal  
Joe Ortega, Yes Housing

**1) Call To Order.**

Vice Chairman Kesner called the meeting to order at 10:02 am.

**2) Review and Consider Approval of Agenda.**

The first item of business was to review and approve the Agenda for the January 21, 2020 meeting. Mr. Kesner asked if there were any changes to the agenda? Mr. Robinson said there were no changes. Mr. Kesner suggested moving item 8 to item number 5 since there was someone here to speak. Mr. Ramirez made a motion, seconded by Mr. Ingram to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

**3) Review and Consider Approval of Minutes.**

**December 17, 2020 – Regular Meeting**

Mr. Kesner asked if everyone has had a chance to read the Regular Meeting Minutes from December 21, 2020. Mr. Drennan made a motion, seconded by Mr. Ramirez to approve the Regular Meeting Minutes as presented. The vote on the motion was 5-0 and the motion carried as presented.

Mr. Sanderson arrived at the meeting at 10:04.

4) Communications from Citizens.

Mr. Kesner asked if there was any communications from citizens who wished to speak on a non-agenda item? Mr. Kesner said he has spoken to some people who have had problems with getting electrical services? Mr. Kesner said that him and Mr. Randall met with Xcel last week about getting electrical services for developments. Mr. Randall said a specific developer was having trouble with their subdivisions. He said they could not get their design complete and nothing installed. He said this Board approved the subdivision preliminary plans and they went forward with water and sewer and it was still months out for the electricity to get there. He said Xcel is making changes and they have lost a lot of Design Engineers. He said staff was requesting them to outsource or supplement to get it moving faster.

Mr. Randall said staff has asked for a meeting with someone from Lubbock or Amarillo office about getting better service as far as design. Mr. Kesner said it stifles growth. He said the wait is 6 months. He said that he would like this to go on record that he has heard from citizens about this issue and he would like Commission to be aware of this situation. He said maybe something within the franchise agreement can be done or possibly the PRC needs to be addressed. Mr. Ramirez asked if they were new customers? Mr. Kesner said yes.

8) Review and Consider recommending approval of an Affordable Housing Funding Commitment and Letter of Financial Support to Yes Housing for a proposed Senior Affordable Housing Complex located north east of the intersection of Berry and Grimes.

Mr. Robinson said Mr. Joe Ortega with YES Housing is here and they are requesting a low income housing tax credit funding from the Municipality. He said this will allow us to participate in affordable housing projects. He said three years ago this Board passed a recommendation to approve this site, however this site was not funded by the NM Mortgage Finance Authority so there were no low income tax credits issued. He said this is located on the NE corner of Berry and Grimes. He said this will be a senior housing project. He said at least one member of the household has to be 55 years old or above. He said each of these units are income and rent restricted. Mr. Robinson said the November time frame will be the Development Agreement for the municipality.

Mr. Kesner asked if staff has reviewed all the documents and does staff recommend approval? Mr. Robinson said yes. Mr. Ortega said if this is funded by the NMFA which will be voted on in the June meeting they will have until November 15<sup>th</sup> to close on the land and the partnership. He said the process is extremely competitive. He said the City of Hobbs has the ability and the willingness to give up to a 10% match which really helps. He said this will help people who are between 30% and 60% of area median income. He said this is one of the grading factors. He said it is intended for ambulatory seniors.

Mr. Ingram made a motion, seconded by Mr. Ramirez to recommend approval to City Commission for the letter of commitment for the 1.3 million dollar loan if YES Housing is successful in getting the project approved. The vote on the motion was 6-0 and the motion carried.

- 5) Review and Consider Subdivision Approval (2nd submittal) of property located south west of the intersection of Joe Harvey Boulevard and Grimes Street, as submitted by property owner, Horizon Partners, LLC.

Mr. Robinson said in September the Planning Board saw this subdivision approval and because there were lots that were not adjacent to a public right-of-way the Planning Board made recommendations. He said the Board said as long as there was a single entity responsibility for all of the easement areas. He said they would grant a variance and that documentation was submitted by the developer. He said Horizon Partners LLC is responsible for all the shaded areas. He said Horizon asked if instead of having lot C7 as a flag pole lot assessable from Grimes the way it was originally platted if they could have it as an easement instead. He said the Planning Board and the Commission are signatories so staff could not approve this and it had to come back before the Board today.

Mr. Kesner asked if they were going to now do an easement which will allow access through tract C and C7 and C8? Mr. Robinson said yes. He said it is another access that the developer will be maintaining.

Mr. Ramirez made a motion, seconded by Mr. Ingram to recommend approval for the change from a flag lot to an easement. The vote on the motion was 6-0 and the motion carried.

- 6) Review and Consider Subdivision Approval of property located northwest of the intersection of White and Cochran, as submitted by property owner, Ruben Valdez.

Mr. Robinson said it is required to have a 35 foot access adjacent to a public right-of-way. He said this plat is 34.7 feet and it is noncompliant. He said it will have to be approved by the Planning Board and the Commission.

Mr. Ingram made a motion, seconded by Mr. Drennan to recommend approval of the subdivision with a lot being 34.7 feet. The vote on the motion was 6-0 and the motion carried.

- 7) Review and Consider Subdivision Approval of property located south east of the intersection of Kansas and Davis Lane within the ETJ, as submitted by property owner(s), Amy and Ben Donahue.

Mr. Donahue said that he would be abstaining from this item. Mr. Robinson said this is compliance with Municipal code 16. He said there is a 60 foot easement from the east and west. He said there are projections of proposed right-of-ways that are in compliance of County standards of 1320 linear feet. He said this subdivision will project DeVargas and grant a 60 foot easement. He said a summary plat approval is allowed provided that there is a public easement granted.

Mr. Donahue said this has been a year long process to get this done. He said the 60 foot easement was a compromise. He said it will be encumbered by the lot to the north. He asked if the 30 foot easement was a requirement or something the municipality wanted. He said he was discussing with the County Planner about doing a developer agreement.

Mr. Robinson said he is only required to do the projections within your piece of property. He said if you don't put an easement in there then you have exceeded the 1320 linear feet.

Mr. Kesner said he did not think the 30 foot easement is needed. He said it was not going to land lock anything.

Mr. Bruce Reid said the problem with the half section line is that they will have to take it all or none of it. Mr. Kesner said the new easement is north of the half section line. He said in the future only 30 feet of the half section line has been granted to the north. Mr. Donahue said for him the less traffic he can have with people dumping trash is better for him. Mr. Robinson agreed the 60 foot easement was the best option. Mr. Ingram said he did not see how the 30 foot is helpful.

Mr. Sanderson made a motion, seconded by Mr. Ingram to approve the subdivision plat with the 60 foot easement granted on tract 3A - 1A and not the additional 30 foot easement unless the county makes that requests. The vote on the motion was 5-1 with Mr. Donahue abstaining and the motion carried.

9) Review and Consider Planning Board Calendar for Calendar Year 2020.

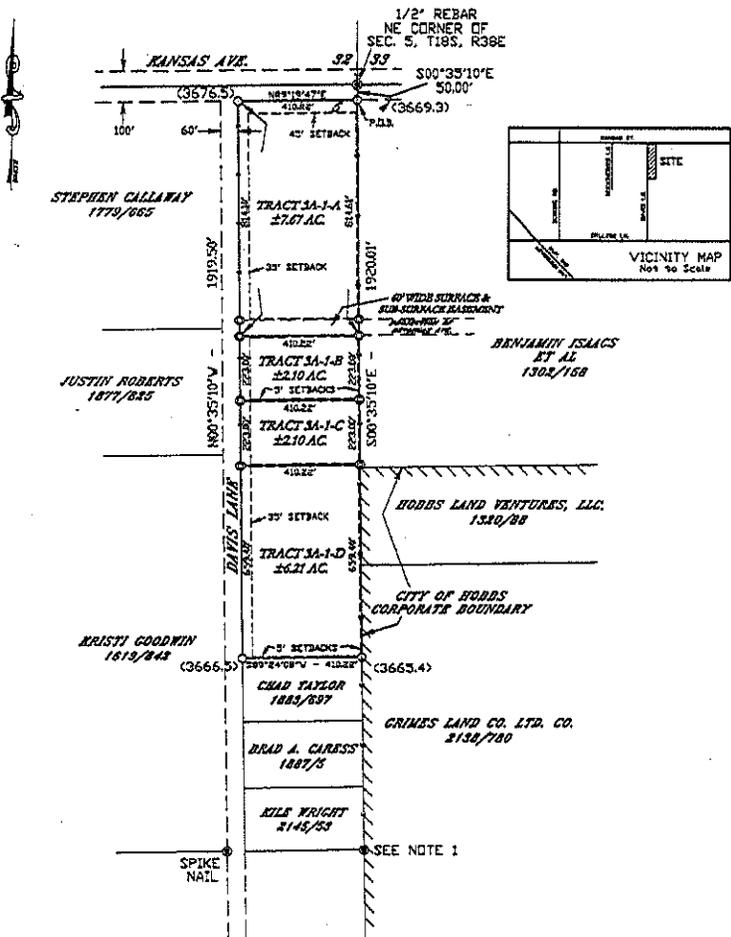
After reviewing the calendar Mr. Ingram made a motion, seconded by Mr. Ramirez to approve the 2020 Planning Board Calendar as is. The vote on the motion was 6-0 and the motion carried.

10) Adjournment.

With nothing further to discuss Mr. Ramirez made a motion, seconded by Mr. Ingram to adjourn the meeting at 11:32 am. The vote on the motion was 6-0 and the motion carried.

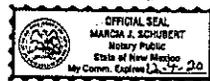
---

Guy Kesner, Vice Chairman



**CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD**  
 THIS PLAN IS APPROVED AND ACCEPTED BY THE CITY PLANNING BOARD OF HOBSBS, NEW MEXICO AND SIGNED ON ITS BEHALF BY ITS CHAIRMAN ON THE 31<sup>ST</sup> DAY OF December 2020.

*Williams Hicks*  
 WILLIAMS HICKS, CHAIRMAN  
 Guy Kesner, Vice Chairman  
**ACKNOWLEDGEMENT**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 31<sup>ST</sup> DAY OF December, 2020 A.D. BY WILLIAMS HICKS.  
*Marcia J. Schubert*  
 MARCIA J. SCHUBERT  
 Notary Public  
 State of New Mexico  
 My Comm. Expires 12-20-20  
 MY COMMISSION EXPIRES



**CERTIFICATE OF MUNICIPAL APPROVAL**  
 STATE OF NEW MEXICO) SS  
 COUNTY OF LEA)

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBSBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAN OF THE AMY AND BEN DONAHUE SUBDIVISION, UNIT ONE WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBSBS BY RESOLUTION NO. \_\_\_\_\_ ON THE \_\_\_\_\_ OF \_\_\_\_\_ 2020.

JAN FLETCHER, CITY CLERK

**ACKNOWLEDGEMENT**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 A.D. BY JAN FLETCHER.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING AND ZONING BOARD:**  
 BE IT KNOWN THAT THE PLAN OF THE AMY AND BEN DONAHUE SUBDIVISION, UNIT ONE CONSISTING OF LAND SUBDIVIDED AS PROPOSED IN LEA COUNTY, NEW MEXICO WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD ASSEMBLED AT A MEETING ON THE 31<sup>ST</sup> DAY OF December, 2020 A.D. AND THE SUBDIVISION AS SHOWN IN THE ATTACHED PLAN WAS THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE SAID BOARD.

*Guy Kesner*  
 GUY KESNER, CHAIRMAN  
 ATTEST: KEITH MANES, LEA COUNTY CLERK



BY \_\_\_\_\_ DEPUTY

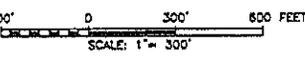
**ACKNOWLEDGEMENT**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 A.D. BY GUY KESNER AND KEITH MANES.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

- LEGEND**
- — DENOTES FOUND MONUMENT AS NOTED
  - — DENOTES SET 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204"
  - — DENOTES FOUND 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" (SET PREVIOUS SURVEY)
  - ( ) — DENOTES GROUND ELEVATION
  - --- DENOTES CITY OF HOBSBS CORPORATE BOUNDARY
  - --- DENOTES SETBACKS



**AMY AND BEN DONAHUE SUBDIVISION, UNIT ONE**

A TYPE THREE A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO

**OWNERS STATEMENT, DEDICATION AND AFFIDAVIT:**  
 A TYPE THREE A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" FOUND AS THE NORTHEAST CORNER OF THIS TRACT WHICH LIES S00°35'10"E - 50.00 FEET FROM A 1/2" REBAR FOUND AS THE NORTHEAST CORNER OF SAID SECTION 5; THENCE S00°35'10"E - 1920.01 FEET ALONG THE EAST LINE OF SAID SECTION 5 TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" FOUND AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE S89°24'08"W - 410.22 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" FOUND AS THE SOUTHWEST CORNER OF THIS TRACT; THENCE N00°35'10"W - 1610.50 FEET TO A 1/2" REBAR W/PVC CAP MARKED "NM 15079 TX 5204" FOUND AS THE NORTHWEST CORNER OF THIS TRACT; THENCE N85°19'47"E - 410.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.08 ACRES OF LAND MORE OR LESS.

SAID PROPERTY IS BEING SUBDIVIDED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF, AND IS SURVEYED AND SUBDIVIDED AS THEY APPEAR ON THE PLAN AFFIXED HEREON. ALL AREAS OF LAND SHOWN FOR PUBLIC USE, INCLUDING STREETS AND ALLEYS, ARE HEREBY DEDICATED TO THE PUBLIC USE AND FEZ VESTS IN LEA COUNTY, NEW MEXICO, AS A CONDITION OF ACCEPTANCE, THE SUBDIVIDER AGREES TO PROVIDE ACCESS TO THE SUBDIVISION IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE LEA COUNTY SUBDIVISION REGULATIONS AND TO SELL OR LEASE PARCELS ONLY IN ACCORDANCE THEREWITH. SAID PROPERTY WILL BE SUBDIVIDED IN ACCORDANCE WITH THIS SUBDIVISION PLAN.

*Amy Donahue*  
 AMY DONAHUE  
*BEN Donahue*  
 BEN DONAHUE

**ACKNOWLEDGEMENT**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15<sup>TH</sup> DAY OF July, 2020 A.D. BY AMY AND BEN DONAHUE.

*Barbara Reed*  
 BARBARA REED  
 Notary Public  
 July 16, 2021  
 MY COMMISSION EXPIRES



**CERTIFICATE OF APPROVAL BY THE LEA COUNTY COMMISSIONERS:**  
 BE IT KNOWN THAT THE PLAN OF THE AMY AND BEN DONAHUE SUBDIVISION, UNIT ONE WAS SUBMITTED TO THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, ASSEMBLED AT A MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 A.D. AND THE SUBDIVISION AS SHOWN ON THE ATTACHED PLAN WAS THEREUPON APPROVED AND ACCEPTED BY A MAJORITY OF THE MEMBERS OF THE SAID BOARD.

IN WITNESS WHEREOF THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO HAS CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS CHAIRMAN AND ATTESTED BY THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 A.D.

REBECCA LONG, CHAIRMAN

ATTEST: KEITH MANES, LEA COUNTY CLERK

BY \_\_\_\_\_ DEPUTY

**ACKNOWLEDGEMENT**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 A.D. BY REBECCA LONG AND KEITH MANES.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

- NOTES:**
- 1) A SET OLD 1/4" STONE ACCEPTED AS CORNER, FOUND A 5/8" STEEL ROD 0.24 WEST.
  - 2) THESE TRACTS ARE BEING DIVIDED FROM A TRACT OF LAND CONVEYED TO AMY AND BEN DONAHUE AS DESCRIBED IN DEED BOOK 1779, PAGE 677 OF THE LEA COUNTY RECORDS.
  - 3) ALL UTILITIES SHALL BE UNDERGROUND AND ON THE EAST SIDE OF THESE TRACTS. (SEE RESTRICTIVE COVENANTS).
  - 4) BEARINGS SHOWN HEREON ARE FROM GPS MEASUREMENTS AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM OF 1983. DISTANCES ARE U.S. FEET SURFACE VALUES.
  - 5) BASED ON THE FLOOD INSURANCE RATE MAP FOR THE LEA COUNTY, NEW MEXICO AND INCORPORATED AREAS, MAP NUMBER 35023C11700 COMMUNITY NO. 350130, PANEL NO. 1170 OF 2150, DATED DECEMBER 18, 2008, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, A PORTION OF THE ABOVE DESCRIBED PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO IS LOCATED IN ZONE "X", ZONE "X" BEING DEFINED AS AREAS IN WHICH FLOOD HAZARDS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**SURVEYORS CERTIFICATE**  
 I, TERRY J. ASEL, NEW MEXICO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 15079, DO HEREBY CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE "MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO" AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

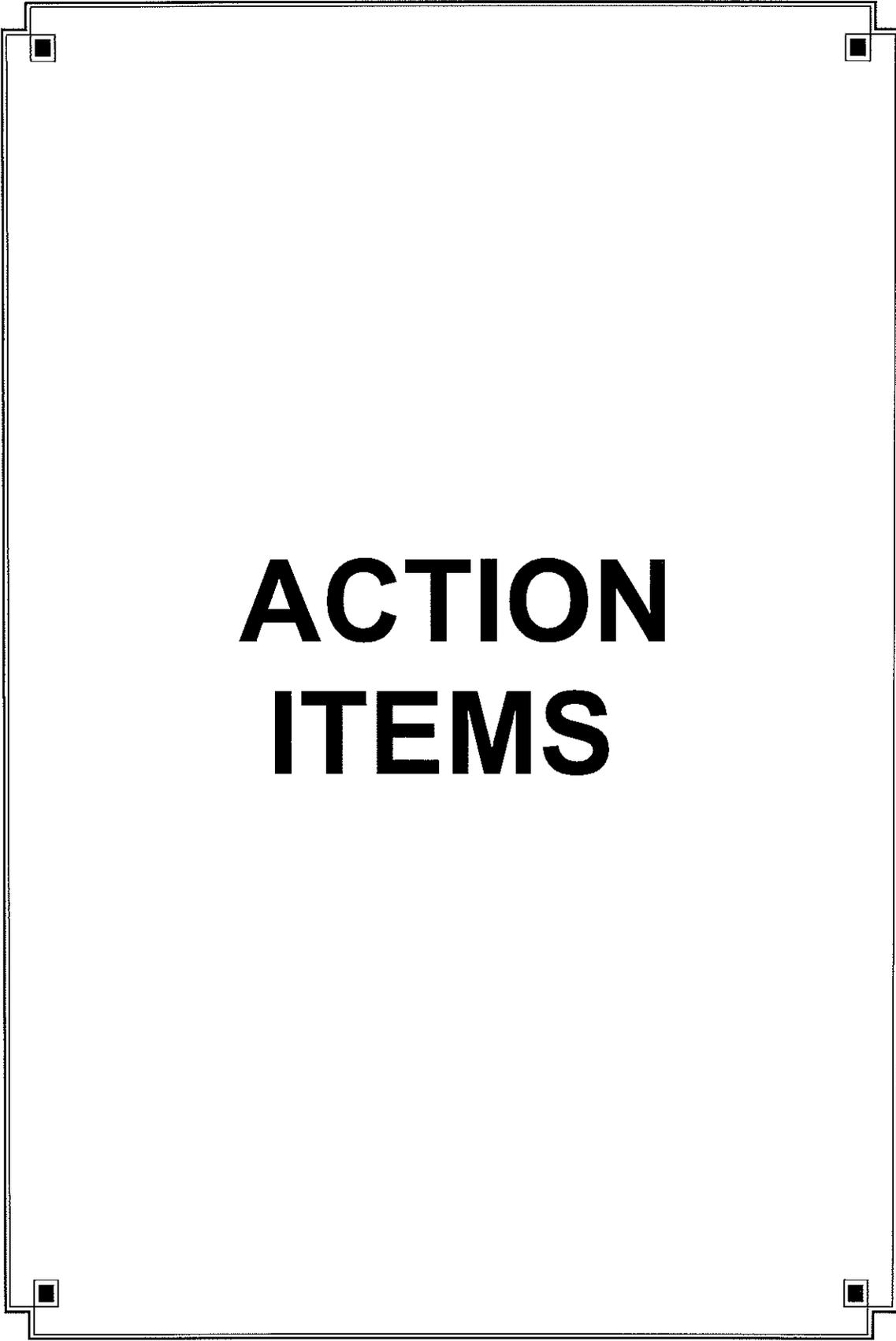
*Terry J. Asel*  
 Terry J. Asel, N.M. R.P.L.S. No. 15079  
 DATE 3/25/2020

Asel Surveying  
 P.O. BOX 363 - 310 W. TAYLOR  
 HOBSBS, NEW MEXICO - 875-363-9148



County Clerk Recording Information

AMY & BEN DONAHUE	Work Order #101014PS (Rev. B)
Date Surveyed: 10/14/2019	Surveyed by: BMC
DWS #101014PS (Rev. B).dwg	Drafted By: KA
Scale: 1" = 300'	Sheet 1 of 1



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 6th, 2020

**SUBJECT: (APPROVAL) AN ORDINANCE AMENDING CHAPTER 3.20 OF THE HOBBS MUNICIPAL CODE REGARDING THE CITY OF HOBBS PROCUREMENT POLICY**

**DEPT. OF ORIGIN:** Finance Department

**DATE SUBMITTED:** 03-31-2020

**SUBMITTED BY:** Toby Spears, CPA, CFE - Finance Director

**Summary:**

The City of Hobbs is a "home rule charter" government who enacts its own procurement ordinance. The City of Hobbs adopted the home rule procurement ordinance # 1080 on November 17th, 2014. The last update of the procurement ordinance was June 1, 2015. The City of Hobbs needs to update its ordinance to incorporate additional needed processes and procedures for guidance on procurement. The following is a list of the proposed changes:

Changes thresholds from \$20,000 to \$75,000 on written quotes, Bids, RFP'S, NM GSA, CES, HGAC, Sole Source and Emergency contracts

Adds an exemption section

Adds an approval of contract section

Adds language for trade in's and auction services

**Fiscal Impact:**

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

*[Signature]*  
Finance Department

No changes are anticipated with the passage of this proposed ordinance

**Attachments:** Ordinance

**Legal Review:**

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

*[Signature]*  
City Attorney

**Recommendation:**

**Staff recommends approval of the Ordinance**

Approved For Submittal By: \_\_\_\_\_

*[Signature]*  
Department Director

*[Signature]*  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

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

Approved \_\_\_\_\_

Other \_\_\_\_\_

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

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

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

Denied

CITY OF HOBBS

ORDINANCE NO. 1123

ORDINANCE AMENDING CHAPTER 3.20 OF THE  
HOBBS MUNICIPAL CODE REGARDING THE  
CITY PROCUREMENT POLICY

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 3.20 of the Hobbs Municipal Code is hereby repealed in its entirety and a new Chapter 3.20 of the Hobbs Municipal Code is hereby enacted to read as follows:

**Chapter 3.20 CITY PROCUREMENT POLICY**

**Article 1. General Provisions**

[3.20.010 Title.]

3.20.020 Objective.

3.20.030 Definitions.

3.20.035 Exemptions.

3.20.036 Approval of Contracts

3.20.040 Purchasing policies.

3.20.050 Public works contracts.

3.20.060 Miscellaneous expenditures.

3.20.070 Fixed asset policy.

3.20.075 Budgeting policy/procedures.

3.20.080 Contract policy/procedures.

3.20.085 Procedures for obtaining a purchase order.

3.20.090 Procedures for obtaining a request for proposal (RFP).

3.20.095 Bid policy/procedures.

3.20.100 Related party expenditures procedures.

3.20.105 Inventory management policy.

[3.20.010 Title.]

[This chapter shall constitute and be referred to as the official "procurement policy" of the City. This chapter shall apply to all purchases of the City.]

**3.20.020 Objective.**

The objective of this policy is to guide City of Hobbs employees in the legal steps required to purchase quality materials and services needed at competitive prices in

accordance with regulations set forth by the Hobbs City Commission and the State of New Mexico.

1. Administration. The City of Hobbs Central Purchasing Office (CPO) staff are charged with the responsibility of procuring all materials and services effectively and efficiently. The City Manager and CPO shall have the responsibility and authority to insure that all provisions of the law and this policy are followed and shall be authorized to issue any supplement consistent with this policy deemed necessary to administer, manage or clarify this policy. Supplements shall be approved by the City Manager and copies of all supplements shall be attached to and made a part of this policy. The CPO shall be responsible for having the knowledge to insure that all provisions of this policy and all other purchasing concerns and activities of the City of Hobbs are appropriate and consistent with the most current, generally accepted purchasing techniques, and all provisions of the law. CPO personnel are available to answer any questions concerning the methods and policies regarding procurement of materials and services.
2. Scope. Except as otherwise provided, this procurement policy applies to every expenditure by the City of Hobbs for the procurement of items of tangible personal property, services and construction (13-1-30 NMSA 1978).
3. Consistency with State Procurement Code. The provisions of this policy are subject to change as per State Procurement Code revisions. Any revision thereof that is inconsistent with the provisions of this policy shall control. All purchase users shall be given a copy of such revisions and notified that they are in effect.
4. Unauthorized Purchases. Any purchase which does not substantially comply with the provisions of this policy shall be considered an unauthorized purchase. Any individual initiating any unauthorized purchase may be subject to disciplinary action and may be held solely responsible for payment.
5. Approval of Unauthorized Purchases. All purchases determined to be an unauthorized purchase shall be considered by the City of Hobbs Finance Director, who will make a recommendation to the City Manager to approve or not approve an unauthorized purchase for payment. Unauthorized purchases shall not be processed for payment prior to City Manager approval. The City Manager will make a determination, based on the facts and circumstances of each case, of whether or not to pay for any unauthorized purchase.
6. Civil Penalties. Persons knowingly violating the State Procurement Code, or this policy based on State law, may be subjected to a penalty not to exceed one thousand dollars (\$1,000.00) per occurrence (13-1-196 NMSA 1978).

Items not specifically identified in this policy are regulated by Chapter 13 NMSA 1978.

### 3.20.030 Definitions.

"Authorized department employees" authorized department employees are designated and authorized by each Department Head to approve purchases within their department.

"Central purchasing office (CPO)" means the Central Purchasing Office (CPO) is defined as the Finance Department and other departmental staff assigned or delegated the responsibility to ensure compliance with the City of Hobbs procurement policy for all purchases. The CPO personnel are responsible to verify that each expenditure is coded to the proper account, and that each expenditure is allowable considering the budget as adopted by the City Commission with amendments.

"Change order" means a written order signed and issued by a procurement officer directing the contractor to make changes which the changes clause of the contract authorizes the procurement officer to order with or without the consent of the contractor.

"Contract modification (amendment)" means any written alteration in the provisions of a contract accomplished by mutual action of the parties to the contract.

"Construction management and construction manager" means consulting services related to the process of management applied to a public works project for any duration from conception to completion of the project for the purpose of controlling time, cost and quality of the project. "Construction manager" means a person who acts as an agent for the City of Hobbs for construction management, for whom the City of Hobbs shall assume all the risks and responsibilities.

"Construction manager at risk" means a person who, pursuant to a contract with a governing body, provides the preconstruction services and construction management required in a construction manager at risk delivery method.

"Construction manager at risk delivery method" means a construction method for the City of Hobbs wherein a construction manager at risk provides a range of preconstruction services and construction management, including cost estimation and consultation regarding the design of the building project, preparation and coordination of bid packages, scheduling, cost control, value engineering and, while acting as the general contractor during construction, detailing the trade contractor scope of work, holding the trade contracts and other subcontracts, prequalifying the evaluating trade contractors and subcontractors and providing management and construction services, all at a guaranteed maximum price for which the construction manager at risk is financially responsible.

"Cooperative procurement" means procurement conducted by or on behalf of more than one (1) state agency or local public body, or by a state agency or local public body with an external procurement unit. This also means purchasing agreements when the agreement has been evaluated through a **Federal or a State of New Mexico** formal bidding process. (Examples: Cooperative Educational Services, HGAC,)

"Exemptions" means ~~any merchandise for resale is exempt from the bidding and request for proposal process.~~ **See 3.20.035**

"Indefinite quantity contract" means a contract which requires the contractor to furnish an indeterminate quantity of specified services, items of tangible personal property or construction during a prescribed period of time at a definite unit price or at a specified discount from list or catalogue prices.

"Invitation for bids (IFB)" means all documents, including those attached or incorporated by reference, utilized for soliciting sealed bids.

"Lease option" means an operating lease for acquiring tangible equipment and "lease purchase options" means a capital lease for acquiring tangible equipment. The City of Hobbs can enter into either an operating lease or a capital lease in acquiring tangible equipment. Thresholds still apply as to the total value of the leased asset. All lease agreements valued at under ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** must be signed by the City Manager or designee. All lease agreements with tangible equipment valued at over ~~sixty thousand dollars (\$60,000.00)~~ **seventy five (\$75,000.00)** must be processed through bidding, request for proposal, GSA, or cooperative purchasing and be approved by the City Commission.

"Multi-term contract" means a contract having a term longer than one (1) year.

"Public works contracts" means a construction project of the City of Hobbs, to construct, repair, alter or extend an improvement on real property or to improve real property owned, used or leased by the City of Hobbs.

"Purchase order" means the document issued by the central purchasing office which directs a contractor to deliver items of tangible personal property, services or construction pursuant to an existing contract.

"Purchase request" means the document by which a using department or division requests that a contract be obtained for a specified service, construction or item of tangible personal property and may include but is not limited to the technical description of the requested item, delivery schedule, transportation requirements, suggested sources of supply and supporting information.

"Request for proposal (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Task order" means a written contract associated with a multi-award RFP or bid.

"Total cost" means total cost of the materials or services required, defined as all costs associated with the purchase, including shipping and any applicable taxes.

### **3.20.035 Exemptions.**

**Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.**

**Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure.**

Purchases of computer software and ancillary services required to match other software in use is required to be used in the public interest. This includes licensing fees and services to modify or maintain proprietary software.

Purchases of specialty goods, as defined by the Chief Procurement Officer or Finance Director, for resale to the general public at a retail business operated by the City.

Agreements for the services of attorneys and legal assistants.

Contracts and expenditures in connection with court or administrative proceedings, including, but not limited to, experts, mediators, interpreters, translators, court reporters, process servers, witness fees, security services and printing and duplicating of materials for filing

Infrastructure Development Agreements

Railroad Infrastructure Agreements

Agreements for the services of lobbyists

Third party lodgers' tax awards

Social service agencies

Exempt agencies

Fully funded restricted private donations as required by the private donor

Leases, licenses, permits, exchanges, or purchases of real property and all other real property transactions.

Purchases from regulated utilities such as gas, electricity, water, telephone, cable TV, refuse collection services

Purchases of books, periodicals, films, training materials, subscriptions, on-line information services, or advertising from the publishers and distributors or agents.

Purchases of travel by common carrier or by private conveyance and related travel expenditures such as meals and lodging.

Purchase of surety bonds.

Agreements for the services of medical practitioners such as doctors and veterinarians.

Purchase, lease, rental or any other financial management for the acquisition of works of art.

Contracts with professional entertainers and associated expenditures.

The purchase of used items if available for a limited time, such as by auction or public sale, and if determined to be at a cost advantage to the City. A memo shall be written to the Finance Director for approval describing the steps taken to determine that a cost advantage to the City exists.

### **3.20.036 Approval of Contracts.**

The following contracts must be approved by the City Commission:

Any contract for professional/technical services in an amount exceeding \$75,000.00, including, but not limited to, legal service contracts.

Any amendment to a professional/technical services contract which causes the amount of that contract to exceed \$75,000.00.

Any CES/HGAC contract exceeding \$75,000.00. Note: Items that utilize NM GSA contracts are excluded from the \$75,000.00 threshold but must be approved in the current fiscal year budget.

Any amendment to a GSA/CES/HGAC contract which causes the amount of that contract to exceed \$75,000.00.

Any exempt agency contract in an amount exceeding \$75,000.00 and any amendment to an exempt agency contract which causes the amount of that contract to exceed \$75,000.00.

Any social service agency contract in an amount exceeding \$75,000.00 and any amendment to a social service agency contract which causes the amount of that contract to exceed \$75,000.00

Concession contracts expected to generate revenues to the contractor in excess of \$75,000.00, over a 12 month period.

Sole source contracts for goods, services or construction in excess of \$75,000.00 for a single project.

Emergency service contracts for goods, services or construction in excess of \$75,000.00. Note: The City Manager must determine that urgent and compelling reasons requiring an emergency procurement of professional/technical services exceeding \$75,000.00 or social service exceeding \$75,000.00, the City Manager shall notify the Mayor and City Commission at its regularly scheduled meeting. The City

Manager shall give a full description of the urgent and compelling reasons, the scope of work, the contract amount, and the name of the contractor.

Contracts with the New Mexico State Auditor, or other contracts required by law.

Note: City Manager may require contracts under \$75,000.00 to be approved by City Commission on a case by case basis.

### **3.20.040 Purchasing policies.**

- A. Certificates of Insurance. Vendors must provide a certificate of insurance to the CPO, or have a certificate on file with the City Clerk's office prior to any purchase that includes labor exceeding twenty thousand dollars (\$20,000.00). The certificate of insurance shall include all general liability, auto liability, and worker's compensation coverage as required by the CPO. Certificates of insurance may also be required for other purchases as deemed necessary.
- B. Certification of Procurement Officer. The City of Hobbs is required to maintain a Certified Public Accountant within the Finance Department. The certification of a procurement officer is optional as it relates to the City of Hobbs Certified Public Accountant status.
- C. Competitive Sealed Proposals (Request for Proposal). When the City of Hobbs requires competitive sealed proposals, the entire proposal document must be reviewed and approved by the Department Head originating the proposal, CPO, City Attorney, and City Manager. Additional department staff may be required to review the proposal document. Notice of proposals must clearly identify the City of Hobbs, Finance Department, 200 E. Broadway, Hobbs, NM 88240 as the location and time for submittal.
  - 1. Public notices must be published at least ten (10) calendar days prior to the deadline for submission and posted to the City of Hobbs website. (13-1-113 NMSA 1978). Proposals will not be opened prior to the scheduled deadline for submission. Proposals are not publicly opened.
  - 2. After the deadline for submission, proposals will be evaluated based on the evaluation criteria set forth in the proposal document, by an evaluation committee designated by the City Manager or his designee (13-1-114 NMSA 1978). A minimum of twenty (20) percent cost factor must be included in the evaluation criteria. (Note: only on non-qualification based proposals will the minimum cost factor be applied.)
  - 3. Any negotiations will be conducted by the City Manager or his designee. Negotiations may be conducted with responsible offeror who submit proposals found to be reasonably likely to be selected for award (13-1-115 NMSA 1978, 1997 Repl.). The contents of any proposal shall not be disclosed so as to be available to competing offeror during the negotiation process (13-1-116 NMSA 1978).

4. After award, all proposals are subject to the "Inspection of Public Records Act" (14-2-1 through 14-2-12 NMSA 1978).
5. Proposals that are rejected and never awarded are not subject to the Inspection of Public Records Act (14-2-1 through 14-2-12 NMSA 1978).
6. In addition to the requirements above, proposals for the services of architects, engineers, landscape architects and surveyors must also comply with Sections 13- 1-120 through 13-1-124 NMSA 1978 (Section 13-1-115 NMSA 1978).
7. If federal grant revenues are associated with a proposal, the proposal must contain language as it relates to the specific federal grant guidelines.
8. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
9. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
10. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.

D. Construction Manager at Risk Delivery Method.

1. Construction manager at risk delivery method authorized; multiphase selections procedure.
  - a. A construction manager at risk delivery method may be used when the City Commission or designee determines that it is in its interest to use that method on a specific project, provided that the construction manager at risk shall be selected pursuant to the provisions described of this section.
  - b. The City Commission or designee shall form a selection committee of at least three (3) members with at least one (1) member being an architect or engineer. The selection committee shall develop an evaluation process, including a multiphase procedure consisting of three (3) steps. The three (3) step process shall consist of a request for qualifications, a request for proposals and an interview.

A request for qualifications shall be published and shall include at a minimum the following:

- i. A statement of the minimum qualifications for the construction manager at risk, including the requirements for:
  - (A) A contractor's license for the type of work to be performed, issued pursuant to the Construction Industries Licensing Act;
  - (B) Registration pursuant to 13-4-13.1 NMSA 1978; and
  - (C) A minimum bond capacity;
- ii. A statement of the scope of work to be performed, including;

- (A) The location of the project and the total amount of money available for the project
  - (B) A proposed schedule, including a deadline for submission of the statements of qualification;
  - (C) Specific project requirements and deliverables;
  - (D) The composition of the selection committee;
  - (E) A description of the process the selection committee shall use to evaluate qualifications;
  - (F) A proposed contract; and
  - (G) A detailed statement of the relationships and obligations of all parties, including the construction manager at risk, agents of the City Commission or designee, such as an architect or engineer;
- iii. A verification of the maximum allowable construction cost; and
  - iv. A request for a proposal bond as required by Section 13-1-146 NMSA 1978.
  - v. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
  - vi. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
  - vii. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
- c. The selection committee shall evaluate the statements of qualifications submitted and determine the offerors that qualify for the construction manager at risk. The committee shall issue a request for proposal to the offerors that qualify.
  - d. The selection committee shall issue a request for proposal and evaluate the proposals pursuant to Sections 13-1-112 through 13-1-117 NMSA 1978 except that:
    - i. The request for proposals shall be sent only to those determined to be qualified.
    - ii. The selection committee shall evaluate the proposals and conduct interviews with up to three (3) of the highest-ranked offerors instead of negotiating with responsible offerors found to be reasonably likely to be selected; and
  - e. After conducting interviews with the highest-ranked offerors and after considering the factors listed in this section, the selection committee shall recommend to the City Commission the offeror that will be most advantageous to the City of Hobbs. Should the City Commission or designee be 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 shall be formally terminated. The City Commission or designee shall then undertake negotiations with the second most qualified offeror. Failing accord with the second most qualified offeror, the City Commission or designee shall formally terminate negotiations with the offeror. The City Commission or designee shall then undertake negotiations with the third most qualified offeror. Should the governing body or designee be unable to negotiate a contract with any of the offerors selected by the committee, additional offerors shall be ranked in order of their qualifications and the City of Hobbs or designee shall continue negotiations in accordance with this section until a contract is signed with a qualified offeror or the procurement process is terminated and a new request for proposal is initiated.

- f. In evaluating and ranking statements of qualifications, proposals and results of interviews, and in the final recommendations of a construction manager at risk, the selection committee shall consider:
    - i. The offeror's experience with construction of similar types of projects;
    - ii. The qualifications and experience of the offeror's personnel and consultants and the role of each in the project;
    - iii. The plan for management actions to be undertaken on the project, including services to be rendered in connection with safety and the safety plan for the project;
    - iv. The offeror's experience with the construction manager at risk method; and
    - v. All other selection criteria, as stated in the request for qualifications and the request for proposals.
  - g. Nothing in this section precludes the selection committee from recommending the termination of the selection procedure and repeating the selection process pursuant to this section. Any material received by the selection committee in response to a solicitation that is terminated shall not be disclosed so as to be available to competing offerors.
  - h. After a contract is awarded, the selection committee shall make the names of all offerors and the names of all offerors selected for interview available for public inspection along with the selection committee's final ranking and evaluation scores. Offerors who were interviewed but not selected for contract award shall be notified in writing within fifteen (15) days of the award.
2. Responsibilities of construction manager at risk following award of project.
- a. The contract with the construction manager at risk shall specify:
    - i. The guaranteed maximum price; and
    - ii. The percentage of the guaranteed price that the construction manager at risk will perform with its own work force.

- b. The construction manager at risk, in cooperation with the City Commission or designee, shall seek to develop subcontractor interest in the project and shall furnish to the City Commission or designee and any architect or engineer representing the City Commission or designee a list of subcontractors who state in writing that they are a responsible bidder or a responsible offeror, including suppliers who are to furnish materials or equipment fabricated to a special design and from whom proposals or bids will be requested for each principal portion of the project. The governing body and its architect or engineer shall promptly reply in writing to the construction manager at risk if the governing body, architect or engineer knows of any objection to a listed subcontractor or supplier, provided that the receipt of the list shall not require the City Commission or designee, architect or engineer to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the City Commission or designee, architect or engineer later to object to or reject any proposed subcontractor or supplier.
  - c. The construction manager at risk shall:
    - i. Conduct pre-bid or pre-proposal meetings;
    - ii. Advise the City Commission or designee about bidding or proposals;
    - iii. Enter into contracts; (only on City Commission approval) and
    - iv. Assist the City Commission or designee in evaluating submissions by responsible bidders and offerors.
- E. Competitive Sealed Bids (Invitation for Bids). When the City of Hobbs requires sealed bids, the entire bid document must be reviewed and approved by the Department Head originating the bid, CPO, City Attorney, and City Manager. Additional department staff may be required to review the bid document. Notice of bids must clearly identify the City of Hobbs, Finance Department, 200 E. Broadway, Hobbs, NM 88240 as the location and time for submittal.
- 1. Public notice must be published at least ten (10) calendar days prior to the scheduled bid opening and posted to the City of Hobbs website. (13-1-104 NMSA 1978). Bids will not be opened prior to the scheduled bid opening. All bids shall be opened publicly in the presence of one or more witnesses. (13-1-107 NMSA 1978). Award shall be made to the lowest responsible bidder. The City reserves the right to waive technicalities and accept the bid deemed to be in the best interest of the City.
  - 2. Price negotiations can be conducted in order to avoid rejection of all bids only if the lowest responsible bid has otherwise qualified, and if there is no change in the original terms and conditions, if the lowest bid was up to ten percent higher than budgeted project funds. (Section 13-1-105 NMSA 1978).
  - 3. All bids are subject to the Inspection of Public Records Act (14-2-1 through 14-2-12 NMSA 1978).
  - 4. Addendums to bids must be disclosed by the CPO within twenty-four (24) hours of prior bid opening date.

5. If federal grant revenues are associated with a bid, the bid must contain language as it relates to the specific federal grant guidelines.
  6. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
  7. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
  8. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
- F. Expenditure Categories. The following policies are to be applied by the CPO for all expenditures of the City of Hobbs. The application of the policy is based on the appropriate cost category that each purchase fits into; as well as the additional requirements for public works contracts, see section 3.20.060; and miscellaneous purchases, see section 3.02.050.
1. Category #1—Total Cost is Less Than Twenty Thousand Dollars (\$20,000.00). Price quotes for these purchases are required, however a good faith effort must be made to acquire the materials or services at the best obtainable price. All departments can purchase services, construction or items of tangible personal property having a value not exceeding twenty thousand dollars (\$20,000.00) by issuing a direct small purchase order. (Note: all purchase requisitions must have a quote before a conversion to a purchase order) Purchases made in this category must obtain prior approval from an authorized department employee.
  2. Category #2—Total Cost is More Than Twenty Thousand Dollars (\$20,000.00), but Less Than ~~Sixty Thousand Dollars (\$60,000.00)~~ **Seventy Five Thousand Dollars (\$75,000.00)**. Purchase of services, construction or items of tangible personal property having a value not exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** are accomplished by obtaining three (3) written quotes. The quotes will be turned in to the CPO with a quote/purchase request form for issuance of a purchase order. Purchases made in this category must obtain prior approval from an authorized department employee.
  3. Category #3—Total Cost is More Than ~~Sixty Thousand Dollars (\$60,000.00)~~ **Seventy Five Thousand Dollars (\$75,000.00)**. Purchases of services, construction or items of tangible personal property in this category must be procured using formal sealed bids or competitive sealed proposals through the CPO. Only the CPO can distribute bid and proposal documents, maintain an approved bidder list, or issue any addendum to bids or proposals. Purchases made in this category must obtain prior approval from the Department Head and approved by the City Manager and City Commission.

Purchases are not to be artificially divided to shift the classification of the purchase into an inappropriate expenditure category. Violation of this policy is subject to possible disciplinary action as defined in the personnel policy.

- G. Freight Designations. The City of Hobbs will not accept title of any goods until they are received by an agent of the City of Hobbs (13-1-157, 13-1-158 NMSA 1978).
1. The shipping terms of all purchases made by the City of Hobbs must be F.O.B. destination or F.O.B. destination, freight prepaid by the vendor.
  2. In most instances, the City of Hobbs will not prepay freight on any purchases. The CPO will make an assessment of the facts and circumstances, and determine if pre-payment of freight is the only available means of purchasing the goods in the best interest of the City of Hobbs.
- H. Gross Receipts Tax. In accordance with state law, the City of Hobbs is responsible to pay New Mexico gross receipts tax on all payments for labor (7-9-1 through 7-9-85 NMSA 1978). Some materials for construction projects may also be subject to New Mexico gross receipts tax.
- I. Indefinite Quantity Contract Purchases. Purchases of the same materials or services at various times during the year may require formal bids if the total cost for the fiscal year exceeds ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** for all departments. Examples of these types of purchases are fertilizer, asphalt, chlorine, lime, concrete, uniforms, **janitorial**, etc.
1. The City of Hobbs may procure multiple indefinite quantity construction contracts pursuant to a price agreement for multiple projects under a single RFP, provided that the total amount of a contract and all renewals does not exceed two million dollars (\$2,000,000.00) over four (4) years and the contract provides that any one (1) purchase order under the contract may not exceed five hundred thousand dollars (\$500,000.00). (13-1-154.1 - B)
- J. Multi-Year Contracts. The City of Hobbs may enter into multi-year contracts that are in the best interest of the City of Hobbs as determined by the CPO.
1. The maximum length of any contract for tangible personal property, construction or services under ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** is not to exceed four (4) years, over ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** is not to exceed eight (8) years including extensions and renewals.
  2. The maximum length of any contract for professional services is not to exceed four (4) years with all extensions and renewals (13-1-150 NMSA 1978)
  3. The terms of these multi-year contracts must be specified in the specifications of the bid or proposal (13-1-150 NMSA 1978).
  4. Task orders can be issued as it relates to multi-award bids and proposals. Task orders between twenty thousand dollars (\$20,000.00) and ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** shall obtain approval from, the Department Head Committee (Department Head Committee defined as a Department Head and one or more evaluators) and the City Manager. The committee shall have a written justification of why the chosen contractor is in the best interest of the City. Any artificial divide of task orders exceeding the ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**

threshold would require City Commission approval. (eg: three (3) task orders to the same contractor, with each task order amount at ~~twenty thousand dollars (\$20,000.00)~~ **twenty five thousand dollars (\$25,000.00)**. Task orders exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** must obtain prior approval from the Department Head and approved by the City Manager and City Commission. In determining the contractor for multi-award task orders exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, the Department Head Committee will make the recommendation based on the best interest of the City.

5. The City of Hobbs may procure multiple architectural or engineering services contracts for multiple projects under a single qualifications-based RFP; provided that the total amount of multiple contracts and all renewals for a single contractor does not exceed two million dollars (\$2,000,000.00) over four (4) years and that a single contract, including any renewals, does not exceed five hundred thousand dollars (\$500,000.00) (13-1-154.1 - A)
- K. Professional Services Expenditures. "Professional services" means the services of architects, archaeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, lawyers, psychologists, planners, researchers and persons or businesses providing similar services (13-1-76 NMSA 1978).

Professional services are procured at the direction of the City Manager for contracts under ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** including for the services of architects, landscape architects, engineers or surveyors for state public works projects or local public works projects, in accordance with professional services procurement regulations promulgated by the Department of Finance and Administration, the General Services Department or a Central Purchasing Office with the authority to issue regulations. Professional services between twenty thousand dollars (\$20,000.00) and ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, not related to public works projects, shall obtain three (3) written competitive quotes with justification (when applicable) before the City Manager may approve the contract. Contracts over ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** are procured at the direction of the City Manager with City Commission approval, and are subject to the competitive sealed proposal requirements. The CPO will issue a contract after documentation of the appropriate approval is delivered to the CPO.

NOTE: The City of Hobbs is subject to 2.22 NMAC State Audit Rule in contracting for the audit services.

- L. Cooperative Purchasing Agreements. "Cooperative procurement" means procurement conducted by or on behalf of more than one (1) state agency or local public body, or by a state agency or local public body with an external procurement unit. Purchases of services, construction or items of tangible personal property can be made through the use of a "cooperative purchase agreement". The cooperative agency agreement must be approved by the City Commission. If multiple purchasing agreements exists with vendors for a project, and the project exceeds two hundred

thousand dollars (\$200,000.00), the Department Head must attempt and obtain multiple quotes. Purchases exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** must obtain prior approval from the Department Head and approved by the City Manager and City Commission.

- M. Amendments to Contracts. Any amendment exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** must obtain prior approval from the Department Head and approved by the City Manager and City Commission.
- N. Change Orders. Any change order on a contract exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** must obtain prior approval from the Department Head and approved by the City Manager and City Commission.
- O. Purchases from Elected Officials or Employees. The City of Hobbs shall follow the NM Governmental Conduct Act as it relates to purchases from elected officials or employees. Procedures for related party expenditures are in Section 3.20.100 of the City of Hobbs Procurement Ordinance.
- P. Quotations. When the City of Hobbs Procurement Policy requires quotations, either written or oral, all vendors must be given the same information concerning the material or service required and any other specifications. Each vendor contacted must be given an equal opportunity to supply the material or service. If an addendum to a request for a quotation is required, it must be provided to all vendors that were asked to respond.
- Q. Resident Bidder's Preference. Vendors registered with the State of New Mexico who have received a resident bidder's preference number are eligible for a five (5) percent preference in the evaluation of their bid price (13-1-21 NMSA 1978). This five (5) percent resident bidder's preference is applicable to formal sealed bids and proposals. The resident bidder's preference does not apply to the expenditure of federal funds (13-1-21 NMSA 1978). The CPO is responsible for the verification of the resident bidders' preference number with the State of New Mexico.
- R. Resident Veteran Business Preference. Vendors registered with the State of New Mexico who have received a resident veteran business preference number are eligible for the following bidder preference (13-1-21 or 13-1-22 NMSA 1978): (Note: The resident veteran business preference is applicable to formal sealed bids and proposals).
  - 1. Resident veteran business with annual revenues of three million dollars (\$3,000,000.00) or less to be ten (10) percent lower than the bid actually submitted and a ten (10) percent factor for a request for proposal.

The CPO is responsible for the verification of the resident veteran business preference number with the State of New Mexico.

- S. Sole Source and Emergency Purchases.
  - 1. "Sole source purchases" are defined as a purchase for which there is only one known source for the required service, construction or item of tangible personal property (13-1-126 NMSA 1978). At least thirty (30) days before a sole source contract is awarded, the CPO or designee of either shall post notice of the intent

to award a sole source contract on its website and forwarded to the State of New Mexico Department of Information Technology for posting on the sunshine portal. The notice shall identify at a minimum:

- a. The parties to the proposed contract.
- b. The nature and quantity of the service, construction or item of tangible personal property being contracted for; and
- c. The contract amount.

Any qualified potential contractor who was not awarded a sole source contract may protest to the CPO. The protest shall be submitted in writing within fifteen (15) calendar days of the notice of intent to award a contract being posted by the CPO. (13-1-126.1, A B, 13-1-128)

2. Emergency purchases are valid only when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions (13-1-127 NMSA 1978). An emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
    - a. The functioning of government;
    - b. The preservation or protection of property; or
    - c. The health or safety of any person (13-1-127 NMSA 1978).
  3. Every effort should be made to purchase competitively if the situation allows (13-1-127 NMSA 1978). A written determination of the basis for the emergency procurement and for the selection of the particular contractor shall be included in the procurement file (13-1-128 NMSA 1978).
  4. Written documentation of these types of purchases must be submitted to the CPO by the Department Head making the purchase (13-1-128 NMSA 1978). This documentation must be maintained for a minimum of three (3) years (13-1-128 NMSA 1978).
  5. Within three (3) business days of awarding an emergency procurement contract, the CPO or designee of either shall post notice of the intent to award the emergency purchase contract on its website and forwarded to the State of New Mexico Department of Information Technology for posting on the sunshine portal. The notice shall identify at a minimum:
    - a. The parties to the proposed contract;
    - b. The nature and quantity of the service, construction or item of tangible personal property being contracted for; and
    - c. The contract amount.
- T. State of New Mexico Purchasing Contracts and GSA contracts. The CPO may make purchases utilizing any State of New Mexico Purchasing Contract, or any GSA contract deemed to be in the best interest of the City of Hobbs. The CPO is not

required to obtain quotes or formal sealed bids for purchases under these contracts regardless of the total cost (13-1-129 NMSA 1978), but may utilize these contracts as one (1) of the price quotes when quotations are required.

1. When using GSA contracts the contractor (not the distributor) must indicate in writing a willingness to extend to the City of Hobbs the terms and conditions specified in the GSA contract (13-1-129 NMSA 1978).
2. The CPO must have a complete copy of the State contract or GSA contract (13-1-129 NMSA 1978). The CPO will verify the terms of the contract as well as the effective date of the contract prior to issuance of a purchase order.

### **3.20.050 Public works contracts.**

- A. Public works contracts are subject to the policies detailed above as well as the following additional procedures.
- B. All contracts of more than sixty thousand dollars (\$60,000.00), must contain a provision stating the minimum wages to be paid to various classes of laborers and mechanics as determined by State of New Mexico. Contractors must pay the laborers at least weekly, on the job site. The wage scale must be prominently posted by the contractor at the work site (13-4-11 NMSA 1978). If the City of Hobbs is utilizing a cooperative purchase agreement, the determination of wage rates for the agreement must be forwarded and filed with the City of Hobbs CPO. Non-submittal of wage rate determinations from the cooperative service agency could result in a delay of payment.
- C. For all contracts of more than ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, the City of Hobbs must receive a performance bond from the contractor equal to one hundred (100) percent of the contract price, and a payment bond from the contractor equal to one hundred (100) percent of the contract price.
- D. The CPO can require performance bonds and payment bonds on any public works contract.
- E. The City of Hobbs may require a close out fee of no greater than five (5) percent be held from each partial payment to the contractor until the job is completed.
- F. Any vendor submitting a bid for a public works construction project more than five thousand dollars (\$5,000.00), shall submit a subcontractor list of who will perform work or labor or render service. The subcontractor's list shall give in detail the nature of the work which will be done by each subcontractor. Any bid submitted by any person which fails to comply with this policy will be considered a non-responsive bid and will not be accepted by the City of Hobbs (13-4-34 NMSA 1978).
- G. In order to submit a bid, proposal or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000.00), the public works project is subject to the Public Works Minimum Wage Act. The contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. The City shall not accept a bid on a public works

project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

- H. The City of Hobbs may procure multiple architectural or engineering services contracts for multiple projects under a single qualifications-based RFP; provided that the total amount of multiple contracts and all renewals for a single contractor does not exceed two million dollars (\$2,000,000.00) over four (4) years and that a single contract, including any renewals, does not exceed five hundred thousand dollars (\$500,000.00) (13-1-154.1 - A).

### **3.20.060 Miscellaneous expenditures.**

- A. Some miscellaneous expenditures do not lend themselves to classification as services or materials, and are not handled in the same way as most purchases.
- B. Travel expenditures, meal reimbursements, postage, dues/subscriptions and registration fees are several examples.
- C. Check requests can be utilized for these expenditures. It is encouraged to use purchase orders whenever necessary to assure budgeted funds are available.
- D. Documentation for the expenditure should be attached to the request, and submitted directly to the Finance Department for payment.

### **3.20.070 Fixed asset policy.**

- A. Capital outlay items are budgeted annually and approved by the City Commissioners.
- B. Purchases from funds budgeted as a capital outlay must have an Inventory Data Sheet attached when submitted to the Finance Department for payment.
- C. All capital expenditures are accounted for in a fixed asset inventory and not charged to an operating expense account.
- D. Generally, expenditures for items with an original cost of more than five thousand dollars (\$5,000.00), and an estimated life of more than one (1) year, are classified as fixed assets.
- E. Generally, expenditures of less than five thousand dollars (\$5,000.00) are charged to the current year's operating expenses.
- F. Repairs should be charged to an operating expense account.
- G. Purchases for shrubbery, trees, sod, fencing, carpeting, roofing, plumbing, etc. should not be considered fixed assets.
- H. Installation, engineering services, architectural services and repairs extending the life of the asset should be charged and budgeted directly to the fixed asset as to assure

proper value of the fixed asset. Note: When budgeting fixed assets, items F through H should be considered in the code series of the budgeting process. Operations should be budgeted in the 42000 object code series and capital should be budgeted in the 43000 or higher object code series.

- I. Disposition of any item requires prior approval from the Department Head (13-6-1 NMSA 1978), and completion of an inventory data sheet - transfers and deletions. Items are deemed to have a salvage value and are believed to be sold at a public auction must be specified on the inventory data sheet - transfers and deletions form. **Minimum bid amounts for auction items may be determined by the Department Head and Finance Director prior to auction and communicated in writing to the auctioneer.** The Finance Department is responsible for organizing the auction and will communicate when and where to transport the items before and after the auction. **For chain of custody control, the Department is required to obtain a signature, with time and date, from the auctioneer and City staff once the item has been delivered. Signature sheets will be forwarded to the Finance Department.**
- J. Each Department Head is responsible for maintaining an accurate inventory of all fixed assets assigned to their department.
- K. The results of the physical inventory shall be recorded in a written inventory report, certified as to correctness and signed by the governing authority of the agency (NMAC 2.20.1.16.E)
- L. Annexing of property will be evaluated and added to the fixed asset inventory list at the end of every fiscal year (when applicable). The basis for valuation will be determined by reasonable methods determined by GAAP (Generally Accepted Accounting Principles).
- M. Donation of property will be evaluated and added to the fixed asset inventory list at the end of every fiscal year (when applicable). The basis for valuation will be determined by reasonable methods determined by GAAP (Generally Accepted Accounting Principles).
- N. Trade in of property – Where it is desired to trade-in or exchange used articles as part payment on the purchase price of new articles, the Finance Department shall, in requesting vendor offers, describe such used property, inform prospective vendor offerors where the used property can be examined, and notify prospective vendor offerors that the sale price of the new article and the allowance as credit for the trade-in or exchange shall be stated separately. The difference between the sale price of the new article and the trade-in allowance shall be deemed the offer of the seller. Note: If the trade-in item is on the physical certified asset list, all necessary approvals required by 13-6-1 NMSA 1978 must be processed first prior to the trade-in transaction.**
- O. Recycled materials (scrap material which retains a salvage value) will be sold through a competitive process determined by the Finance Director. Note: If the sale of recycled material/item is on the physical certified asset list, all necessary approvals required by 13-6-1 NMSA 1978 must be processed prior to the recycled material transaction.**

**3.20.075 Budgeting policy/procedures.**

A. In order to comply with Section 6-6-2 NMSA 1978, local governments have the following deadlines to adhere to:

June 1	Budget (preliminary) requests are due to New Mexico Local Government Division
	Budget (final) Final Day to submit budget adjustment resolutions for current fiscal year
July 31	Final budget requests for next fiscal year including the approving resolution due at New Mexico Local Government Division
	Fiscal year-end financial reports due at New Mexico Local Government Division

The New Mexico Local Government Division requires the City of Hobbs to establish and maintain a cash balance in the general fund equal to one-twelfth ( 1/12 ) of the budgeted expenditures at fiscal year-end (June 30).

The City of Hobbs will hold a minimum of one (1) budget public work session prior to the first Commission meeting in May.

A portion of the general fund cash balance can be reserved in a separate reserve fund by direct action of the City of Hobbs Commission. The action to set up a reserve must specify the purpose, the amount and the expected date for its use. Reserves which remain unused for a period of three (3) years will revert to the general fund.

**B. Budget Fund Establishment:**

1. General Fund. Accounts for all financial resources, except those required to be accounted for in another fund.
2. Special Revenue Fund. Accounts for the proceeds of specific revenue sources that are legally restricted to expenditure for specific purposes.
3. Capital Projects Fund. Accounts for financial resources to be used for the acquisition or construction of major capital facilities.
4. Debt Service Fund. Accounts for the accumulation of resources for the payment of general obligation and long-term debt principal and interest.

5. Proprietary Fund. Accounts for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the City Commission is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.
  6. Internal Service Fund. Accounts for the financing of goods or services provided by one (1) department or agency to other departments or agencies of the City of Hobbs on a cost-reimbursement basis.
  7. Fiduciary Fund (Trust and Agency). Accounts for assets held by the City of Hobbs in a trustee capacity or as an agent for individuals, private organizations, or other governmental units, and/or other funds.
- C. Adjustments and Reclassifications.
1. Definitions.

"Budget adjustment" means any revenue or expenditure adjustment made after June 1, increasing or decreasing budgeted cash fund balance.

"Budget reclassification" means any revenue or expenditure reclassification made after June 1, having no effect on budgeted cash fund balance.
  2. Budget Fund Adjustments.
    - a. New Mexico Local Government Division approval is required to adjust the budget after the budget is adopted. The following list establishes the criteria:
      - i. Meeting date that the City Commission approved the adjustments.
      - ii. Fund or funds affected by the adjustments.
      - iii. Department affected by the adjustments.
      - iv. The dollar amount of the adjustment and the available resources to fund the adjustment.
      - v. A brief explanation stating why the adjustment is necessary.
    - b. The signature of the Mayor, Commission Chair or designate (Manager, Finance Officer, etc) with attestation by the Municipal Clerk must be provided.
    - c. Budget adjustments requiring Local Government Division approval include:
      - i. Any budget increases.
      - ii. Any transfer of budget between funds.
      - iii. Transfers of cash, both permanent and temporary, between funds.
      - iv. Any combination of the above.
    - d. All budget increases, transfers (permanent and temporary) must be approved by the New Mexico Local Government Division prior to making the actual increase or transfer.

- e. Budget increases or transfers from the general fund requiring the use of cash balances may not be approved if the result reduces estimated ending cash balance below LGD requirements.
- f. Quarterly budget review establishes the second Commission meeting at the end of each quarter. The quarterly review requires the City of Hobbs to examine fiscal performance and make budget adjustments, if needed. The examination should include a comparison of revenues and expenditures to date to the approved budget.

3. Budget Categories.

- a. The City of Hobbs establishes budget categories within the funds and Departments as the following:

Revenue—(Object code beginning with a 30)

Personnel and Benefits—(Object code beginning with a 41)

Operating—(Object code beginning with a 42)

Capital Assets (Tangible Equipment)—(Object code beginning with a 43)

Capital Projects—(Object code beginning with a 44, includes a project number)

Debt Service—(Object code beginning with a 46)

- b. All budget reclassifications must be approved by the City Manager or Finance Director. Any budget reclassifications must be between budget categories. (example: reclassifications from personnel to personnel, reclassifications from operating to operating, reclassifications from capital assets to capital assets.) The budgetary cash fiscal impact on reclassifications should be zero with ratification of those adjustments at the quarterly budget review Commission meeting.
- c. Any budget adjustment reducing the budgeted cash by sixty thousand dollars (\$60,000.00), Commission approval must be obtained prior to the adjustment being recorded.
- d. Budget adjustments that do not reduce budgeted cash balance by sixty thousand dollars (\$60,000.00), ratification of the adjustment at the quarterly budget review must be approved by the City Commission.
- e. End of the year fiscal year budget adjustments must be approved by the City Commission and submitted for approval to the Local Government Division by July 31.

D. Procedures for Submitting Fiscal Year Preliminary Budget.

- 1. Salary and Benefits.

- a. Finance Department will create the fiscal year budget file (in the MUNIS system) in the second week in December for the upcoming fiscal budget year.
  - b. Finance Department will create a point in time, personnel projection file, in the MUNIS system prior to January 31.
  - c. Any added departments must be approved by Finance Director prior to January 31.
  - d. Department Heads will submit to the Human Resource Department by January 31, any added positions or reclassifications of personnel for the upcoming fiscal year budget.
  - e. The Human Resource Department will update the personnel projection file with changes submitted by Department Heads by the second week in February.
  - f. Once the projection file is updated, the salary projection will be executed and posted no later than March 1. The final projection must be compiled in the budget book by FTE by department, with salary amounts and compared to prior year. (Note: State of NM Local Government Division requires FTE counts and salary amounts with an average increase or decrease from prior budget year)
  - g. Benefit projections will be determined by City management and updated in the salary/benefit projection prior to March 1.
2. Operating.
    - a. Finance Department will create the fiscal year budget file (in the MUNIS system) in the second week in December for the upcoming fiscal year budget year.
    - b. Departments must input detailed line item budgets (within the MUNIS system) no later than March 1. (Note: detail input is required with justifications.)
    - c. Any additions of departments or object codes must be approved by Finance Director prior to March 1.
3. Capital Assets and Capital Projects.
    - a. Finance Department will create the fiscal year budget file (in the MUNIS system) in the second week in December for the upcoming fiscal year budget year.
    - b. Departments adding new fiscal year budgeted projects must submit those projects to Finance no later than March 1. Any grant revenues associated with new projects also needs to be submitted to Finance. (Note: project numbers need to be added within the MUNIS system)
    - c. Departments must input detailed line item capital asset and capital project budgets no later than March 1. (Note: detail input is required with justifications.)

- d. Existing budgeted projects will be carried over into the next budget year. These existing budgeted should not be re-budgeted in the preliminary budget process unless an enhancement or addition needs to be made to the project after July 1.
4. Finance Department will project, an input revenues as it relates to the General Fund, Special Revenue Funds, Capital Asset Funds, Debt Service Funds, Enterprise Funds and Fiduciary/Trust Funds by March 1.
5. After March 1, the Finance Department will roll all components of the preliminary budget to the City Manager for review. The City Manager may establish departmental meetings during this review process.
6. Once City Manager review is complete, the Finance Department will compile preliminary fiscal year budget and create a projected budgeted cash fund balance report. The minimum general fund cash reserve as a percentage of general fund revenues shall be thirty (30) percent. (Note: City Commission reserves the right to set the reserve percent from fiscal year to fiscal year). The State of New Mexico Local Government Division requires one-twelfth (1/12) (8.33 percent) of general fund budgeted expenditures as the cash reserve.
7. The City of Hobbs preliminary budget will hold two (2) public meetings regarding the preliminary budget. The two (2) public meetings are as follows:
  - 1) Preliminary budget work session discussions; and
  - 2) Final adoption of fiscal year preliminary budget. The timeline for work session is the second Commission meeting in April and the first Commission meeting in May.
8. Once the preliminary budget is adopted, the budget will be cross walked to the required DFA forms and submitted prior to June 1.

### **3.20.080 Contract policy/procedures.**

- A. Contract Background. Typically, the City of Hobbs requires contracts for any labor/services over twenty thousand dollars (\$20,000.00). There are some cases that might require a contract under twenty thousand dollars (\$20,000.00) if the department and vendor need to detail out certain attributes that would otherwise not reflect on the purchase order (examples of these are timelines, quantity amounts, methods of payment, scope of work, expectations etc.) **Contracts under twenty thousand dollars (\$20,000) will be assigned a purchase order.** Contracts are not to be artificially divided to shift the classification of the purchase into an inappropriate expenditure category. In obtaining a contract the following procedures must be followed as to make your department and vendor, an enjoyable experience with the Finance Department.
- B. Procedure.

1. Determine if labor or services are over the twenty thousand dollar (\$20,000.00) threshold.
2. **Contracts under twenty thousand dollars (\$20,000.00 will be assigned a purchase order (authorized contract will serve as backup to the purchase order).** If over the twenty thousand dollar (\$20,000.00) threshold, three (3) written quotes (use quote/purchase request form) must be obtained. Any professional service between twenty thousand dollars (\$20,000.00) and ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, not related to public works projects, should obtain three (3) competitive written quotes with justification (when applicable) before the City Manager can approve the contract.
3. Obtain an electronic version contract on the City's Intranet page or contact Finance for a pro forma contract. (Note: the contract pro forma version has been vetted through the Finance Department and Legal Department. Any other contract form used will be subject to additional review by the Legal/Finance Department.)
4. Update the contract with the vendor, scope of service, amounts, quantity or any other language is deemed necessary for clarification.
5. Check budget for available funds and update contract with coding instructions.
6. Contract needs to be signed by the Department Head, Finance Director, **City Attorney, City Manager** and vendor before work is to begin. If a contract is obtained through a bidding process or RFP process then the Mayor must sign contract.
7. Once signatures are obtained, the contract must be forwarded to Purchasing (along with the three (3) written quotes) for encumbering into the MUNIS system. This assures that the City of Hobbs has the most current status of contractual liabilities owed to vendors.
8. Invoices associated with the contracts will be submitted to accounts payable and disseminated to the Department who issued the contract.
9. The Department Head will sign off on the invoice verifying the work was complete and satisfactory. The Department Head will then forward to accounts payable for payment. (Note: all invoices must be paid within fifteen (15) days of receipt of payment per ordinance.)
10. All contracts will be drafted for a one (1) year term with a three (3) year option to renew (when applicable). Before the contract year, a reminder notice will be sent by the Finance Department to the department who initiated the contract for review. The department will review and update any terms, scope of services, or any other terms set in the initial contract. Once reviewed, the department will sign the contract reminder notice along with the vendor. This constitutes exercising one (1) of the three (3) year options. Any significant changes to the initial contract will need to be reflected in an amendment to the initial contract, identifying any updates. The amended contract must be signed by all parties listed in the initial contract.

11. Employment Contracts vs. Contracts of Independent Contractors. All contracts will be subject to review by the City Manager, Human Resources Director and Finance Director as it relates to determining whether a contract is considered to be an employment contract or a contract with an independent contractor. (IRS rules apply) Employment contracts will be reviewed annually by the City Manager during his/her evaluation process for the employee. Contracts with an independent contractor will follow the review procedure mentioned in procedure 9 Section 3.20.080 of procedures for obtaining a contract.

### **3.20.085 Procedures for obtaining a purchase order.**

- A. Purchase Order Background. The City of Hobbs requires a purchase order for any tangible property, labor, and services under twenty thousand dollars (\$20,000.00). A purchase order can also be obtained for any tangible property over twenty thousand dollars (\$20,000.00) and under ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, however, three (3) written quotes (use quote/purchase request form) must be obtained. (note: in obtaining three (3) quotes, the lowest quote does not have to be lowest, but a statement as to why lowest quote was not chosen) A purchase order can be obtained for tangible property or indefinite quantity amounts over ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, but a formal bid, sole source, emergency request, GSA, cooperative purchasing (see ordinance policy) or formal RFP process would have to occur first. Any purchase orders over twenty thousand dollars (\$20,000.00) needs to be created in the Finance Department - Purchasing. It is noted the City of Hobbs uses a purchase order system for two (2) reasons; 1) that authorization of public funds has occurred before the purchase, and 2) only authorized personnel from the City of Hobbs can spend public funds. The purchase order system also tracks by department, checks availability of funds and contractually encumbers public funds. The City of Hobbs uses an electronic report and planning system (MUNIS) to obtain a purchase order. The steps involved in the City of Hobbs electronic procurement process is first, creating a requisition, converting to a purchase order, receiving an invoice, department receiving the item indicating the product or service was adequate and then a check is processed. Purchase orders are not to be artificially divided to shift the classification of the purchase into an inappropriate expenditure category. (example: creating purchase orders to one (1) vendor, same budget line item, three (3) different times at ten thousand dollars (\$10,000.00) per PO making the total purchase to the vendor thirty thousand dollars (\$30,000.00). This purchase should have obtained three (3) written quotes since total purchase to one (1) vendor exceeded twenty thousand dollars (\$20,000.00). In the prior example, if total purchases exceeded ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**, then a formal bid or RFP process would need to followed) In obtaining a purchase order, the following procedures must be followed as to make your department and vendor, an enjoyable experience with the Finance Department.
- B. Procedure—Requisition to Purchase Order.

1. Complete a requisition entry in MUNIS. Please include a detailed description of the item or items purchased in the line detail field.
  2. All requisitions must have documentation (such as a quote, **contract under \$20,000.00** or an estimate) attached to justify the price, timeline, and/or quantity needed.
  3. Release the requisition in MUNIS so that it can be processed through the workflow in MUNIS.
  4. Once all approvals have been made, the requisition will be converted into a purchase order.
  5. The originator will receive two (2) copies of the purchase order by email - the department copy and the vendor copy. Please provide your vendor with the vendor copy of the purchase order.
- C. Procedure—Receiving on a Purchase Order.
1. Per the purchase order, the invoice should be received by the Finance Department.
  2. Finance will email a copy of the invoice to the department for authorization to pay.
  3. Please receive using the MUNIS receiving module any items on the invoice you have physically received.
    - a. Please contact Finance as soon as possible if you have received an invoice from us and you do not have your merchandise.
    - b. Receiving documentation should be scanned and attached (when applicable) within the receiving module to verify that all merchandise shipped was properly vetted. Examples are to verify that no prepayments exist between the vendor and the City of Hobbs, quantities are correct, and no damage of goods occurred.
  4. If you have more than one (1) line item on your purchase order, please ensure **be sure** that you are receiving on the correct line item.
  5. Please do not put a quantity in your receiving record - only a cost.
  6. Please utilize the comments section to communicate any necessary information regarding your invoice.
    - a. This is especially useful if you have multiple invoices paying against the same line on your PO. Please provide the invoice number in the comments section for multiple invoices.
  7. Please receive one (1) invoice at a time in the receiving record.
- D. Checks are Written Once Per Week. (Thursday afternoon). All purchase orders, invoices and receiving must be done by 5:00 p.m. Tuesday for payment to the vendor on Thursday of that week. (note: during holidays, the check run may be changed.)

### 3.20.090 Procedures for obtaining a request for proposal (RFP).

- A. RFP (Request for Proposals) Background. Request for proposals follow the same procedure noted in the State of New Mexico Procurement Code. RFP's are done when other factors need to be considered for tangible property, capital projects, professional services and other services. This section of RFP does not fully encompass the process when public works projects are being considered for an RFP. This section details out the basic process, thru RFP, in procuring services exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**.
- B. Procedure for Creating an RFP.
1. Obtain pro forma RFP form on the City's intranet page or request from purchasing an electronic copy of the pro forma request for proposal.
  2. Once the department has a working template of the RFP, the following items need to be either updated or changed:
    - a. The proposal number (obtain thru purchasing).
    - b. The specific timeline from publishing to opening of the RFP. The date, time and place of opening (minimum time from publication to opening is ten (10) business days). Also, note that all RFP's need to be evaluated and submitted to the City Commission for approval.
    - c. A detail description of the scope of service needing to be performed.
    - d. Evaluation criteria ranked on a grading scale or point scale. (examples: cost forty (40) percent- timeline twenty (20) percent - personnel experience on similar services twenty (20) percent - responsiveness to RFP ten (10) percent).
    - e. RFPs not related to public works projects shall have a minimum cost factor of twenty (20) percent.
    - f. Resident preference of five (5) percent and veteran's preference of ten (10) percent need to be included as an evaluation criteria factor.
    - g. A cost sheet needs to be included in the RFP if cost is an evaluation factor.
    - h. A campaign contribution form needs to be included in the RFP.
    - i. All proposers shall be required to sign an affidavit attesting that collusion has not occurred.
    - j. All proposers shall be required to sign a Related Party Form, disclosing any financial interest the proposer may have with the City of Hobbs.
    - k. All proposers shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
  3. The department will submit a proposer list to purchasing for filing and submission of RFP to prospective proposers.

4. Once the department has updated and completed the RFP, the department will submit to Purchasing for review. Purchasing will then make any suggestions or corrections before a check route is established. (a check route is a sign off sheet in order for complete compliance review). Purchasing creates a check route, with authorized signatures, in the following order:
    - a. Author of the RFP.
    - b. Department Head.
    - c. Purchasing.
    - d. Finance Director.
    - e. Legal.
    - f. City Manager.
  5. The check route needs to contain the budgeted funds available and the account number the RFP is budgeted in.
  6. When the check route is complete, the City Manager shall sign the notice to publish. The RFP publication will also be submitted to IT for publication on the City of Hobbs website.
  7. Any addendums to the RFP must be submitted twenty-four (24) hours in advance.
- C. Procedure for Evaluating an RFP. Specific guidelines in evaluating an RFP are detailed in the State of NM Procurement Code. The following procedures establish a benchmark for departments in completing the RFP process:
1. Finance Department will receive all RFP's and time/date stamp.
  2. Finance Department will compile an evaluation form specific to the criteria established in the formal RFP.
  3. The department will establish an evaluation committee with a minimum of three (3) evaluators. At least one (1) member needs to be independent of the RFP origination department. (refer to NM State Procurement Code for specific procedures)
  4. The evaluation team will score the RFP and submit scoring sheets to the Finance Department. An average score sheet will be calculated and submitted to the Finance Department as well. Any possible proposers deemed non-responsive must be vetted through the Finance Department and Legal Department.
  5. The RFP origination department will create a staff summary and start negotiations of a contract agreement (see contract procedure). If contract negotiations fail with the highest rated proposer, the department will begin negotiations with the second highest proposer. (see detailed RFP negotiations in NM State Procurement Code) The staff summary, average scoring sheet and contract (when necessary) will be submitted to the City Commission for approval.
  6. Upon City Commission approval, purchasing will submit an award letter to the highest rated proposer and notify (in writing) the non-successful proposers.

7. Once all contract documents are signed, the department will submit to purchasing a copy of the contract and enter the document into the MUNIS system. All contracts that are processed through the RFP process must be signed by the Mayor.

### **3.20.095 Bid policy/procedures.**

- A. Bid Background. Bids follow the same procedure noted in the State of New Mexico Procurement Code. Bids are done when only costs need to be considered for tangible property, capital projects, and other services deemed necessary for the City of Hobbs. This section of bidding does not fully encompass the process when public works projects are being considered for a bid. It is also noted that a construction manager assigned to assist the City of Hobbs, thru a prior RFP, can process bids, evaluate and make recommendations to the City of Hobbs Commission or designee. This section details out the basic process, thru bidding, in procuring tangible property, capital projects and other services exceeding ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**.
- B. Procedure for Creating a Bid.
  1. Obtain pro forma bid form on the City's intranet page or request from purchasing an electronic copy of the pro forma bid document.
  2. Once the department has a working template of the bid document, the following items need to be either updated or changed:
    - a. The bid number (obtain thru purchasing).
    - b. The specific timeline from publishing to opening of the bid. The date, time and place of opening (minimum time from publication to opening is ten (10) business days). Also, note that all bids need to be evaluated and submitted to the City Commission for approval.
    - c. A detail description of the tangible property, capital project or other service.
    - d. Resident preference of five (5) percent and veteran's preference of ten (10) percent need to be included as a cost factor.
    - e. A cost sheet needs to be included in the bid document.
    - f. A campaign contribution form needs to be included in the bid document.
    - g. All bidders shall be required to sign an affidavit attesting that collusion has not occurred.
    - h. All bidders shall be required to sign a Related Party Form, disclosing any financial interest the bidder may have with the City of Hobbs.
    - i. All bidders shall be required to sign a Debarment Certificate disclosing any debarment from the State of New Mexico, Federal Government and or the City of Hobbs.
  3. The department will submit a bidders list to purchasing for filing and submission of bid to prospective bidders.

4. Once the department has updated and completed the bid document, the department will submit to Purchasing for review. Purchasing will then make any suggestions or corrections before a check route is established. A check route is a sign off sheet in order for complete compliance review). Purchasing creates a check route, with authorized signatures, in the following order:
  - a. Author of the bid document.
  - b. Department Head.
  - c. Purchasing.
  - d. Finance Director.
  - e. Legal.
  - f. City Manager.
  - g. The check route needs to contain the budgeted funds available and the account number the bid is budgeted in.
  - h. When the check route is complete, the City Manager shall sign the notice to publish. The bid document will also be submitted to IT for publication on the City of Hobbs website.
  - i. Any addendums to the bid document must be done twenty-four (24) hours in advance.
- C. Procedure for Evaluating a Bid. Specific guidelines in evaluating a bid are detailed in the State of NM Procurement Code. It is also noted that if the City of Hobbs is contracting with a construction manager then the following process does not apply. The following procedures establish a benchmark for departments in completing the bid process (without a construction manager):
  1. Finance Department will receive all bids and time/date stamp.
  2. Finance Department will compile an evaluation form specific to the cost established in the formal bid process.
  3. All bids will be publicly opened and read out loud.
  4. The bid will be summarized and checked for completeness. Any possible bidders deemed non-responsive must be vetted through the Finance Department and Legal Department.
  5. The bid origination department will create a staff summary and create a contract agreement (see contract procedure). The staff summary, bidding sheet and contract (when necessary) will be submitted to the City Commission for approval.
  6. Upon City Commission approval, purchasing will submit an award letter to the apparent low bidder and notify (in writing) the non-successful bidders.
  7. Once all contract documents are signed, the department will submit to purchasing a copy of the contract and enter the document into the MUNIS system. All contracts that are processed through the bidding process must be signed by the Mayor.

### 3.20.100 Related party expenditures procedures.

Pursuant to the NM Governmental Conduct Act, the following procedures shall be followed by any employee/elected official conducting business with the City of Hobbs:

1. All employees and elected officials shall be required to submit a Financial Disclosure Form to the Finance Department annually.
2. All signed disclosure forms by employees/elected officials shall be filed in their personnel file.
3. Any possible conflict of interests with employees/elected officials may be reviewed by the Finance Director, City Attorney and City Manager.
4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.
  - a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)**. The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.
  - b. Formal bid or RFP above ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** shall require a formal competitive process of sealed bids/proposals with a disclosure of conflict of interest from the vendor. All formal bids or RFPs shall be disclosed at a City Commission meeting.
5. Any change in financial interest during the calendar year, the employee/elected official shall disclose the change to the Finance Department in writing.
6. All new employees/elected officials shall submit a Financial Disclosure Form upon hire or start of election term.

### 3.20.105 Inventory management policy.

- A. Objective. The policy aims to achieve the following objectives which are to:
  1. Provide guidelines that employees of the City of Hobbs must follow in the management and control of inventory, including safeguarding and disposal of inventory.
  2. Procure inventory in line with the established City of Hobbs Procurement Ordinance.
  3. Eliminate any potential misuse of inventory and possible theft.
- B. Definitions. [The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

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

"Inventories" are assets:

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

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

"Obsolete inventory" means items that have expired, are redundant or damaged.

"Reorder level" means the level of inventory at which inventory is reordered.

"Net realizable" means the estimated selling price in the ordinary course of operations less the estimated costs of completion and estimated costs necessary to make the sale exchange or distribution.

"Purchase requisition" means an electronic request that performs a budget check and detailing inventory items as to description, quantity, cost, and shipping.

"Purchase order" means an electronic authorized contract which is converted from a purchase requisition, detailing inventory items as to description, quantity, cost and shipping.

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

"Invoice" means vendor billing document that matches authorized purchase order.

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

D. Inventory Procedures. The procedures for inventory must be followed to ensure that:

1. Inventory is safeguarded at all times.
2. There are accurate records of quantities on hand at all times.
3. Optimum inventory levels are maintained to meet the needs of users.
4. Only authorized issues of inventory are made to users.
5. Items placed in warehouse are secured and only used for the purpose for which they were purchased.

E. Ordering of Inventory.

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

2. Due diligence and care shall be exercised in identifying low value and high value items of inventory.
3. Minimum inventory level of high value items shall be ordered, any maximum order shall be based on specific requirement/need in order to avoid large amount of cash tied up on inventory.
4. The purchase requisition will be requested by the warehouse manager/golf course manager detailing out description, items, cost, shipping and other costs and submitted through the MUNIS system or equivalent.
5. The purchase requisition will be converted to an authorized purchase order by the Finance Department and forwarded to the warehouse/golf pro shop for the receiving warehouse manager/golf pro manager to match the goods received against the order once goods are delivered.
6. Purchase orders must thereafter be filed in date sequence.
7. This file must form the basis for follow up of orders and for matching goods that are delivered to the warehouse department/golf course pro shop.
8. The orders file should be reviewed weekly by the warehouse manager/golf course manager and any orders, which have not been delivered as per the agreement with the buyer, must be followed up immediately.

F. Receipt of Inventory.

1. The quantity and quality of the inventory received from suppliers must be according to specifications and information on the purchase order.
2. The warehouse manager/golf course manager must compare the delivery receiving document to the purchase order before accepting the goods.
3. The invoice or delivery receiving document must match the supplier name and order number.
4. The warehouse manager/golf course manager must create an electronic receiving input into the MUNIS system or equivalent to record all the inventory items delivered in good condition.
5. The warehouse manager/golf course manager must ensure that:
  - a. All receiving documents or invoices are signed by him/her and the driver.
  - b. All incorrect delivery items are rejected and clearly identified on both copies of the delivery receiving document and or invoice.
  - c. The supplier signs all amendments.
6. The inventory received must then be transferred to the secured warehouse/golf course pro shop by the warehouse/golf pro shop designated staff, and the goods received are numbered and quantities captured on the bin by the warehouse manager (when applicable by the golf course manager).
7. The inventories must be stored in their respective sections once they have been received.

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

G. Storage of Inventory:

1. Inventory must be stored in a secured, exclusive use area, under lock and key, furthermore the inventory must be insured.
2. The area must be used exclusively for the storage of inventory, with limited authorized access only.
3. Inventory must be positioned to facilitate efficient handling and checking.
4. All items must be stored separately, with proper segregation.
5. Inventory must be clearly labeled for easy identification. Inventory tag/bin labels may be used to identify each item and to aid in the physical verification of the items.
6. Where possible, all items of the same typed and reference must be stored together as per the description on the inventory records.
7. Due diligence and care must be exercised to prevent damage of, or deterioration of inventory.
8. Steps must be taken to ensure safe custody of items, including precautions against loss or theft.
9. The warehouse manager is responsible for the custody and care of inventory and must ensure that in his/her absence, such items, where applicable, are securely stored.
10. No unauthorized persons/officials shall obtain entry to premises, buildings or containers where inventory is kept, unless accompanied by the warehouse manager or designee.

H. Issuing of Inventory:

1. Only the warehouse manager is authorized to issue inventory from the warehouse.
2. Inventory must only be issued in terms of the approved "pick ticket" form generated by the City of Hobbs MUNIS system.
3. The warehouse manager must update quantities in the MUNIS database any inventory items issued from the "pick ticket".
4. Inventories must be issued and used for official purposes only.

I. Obsolete Inventory:

1. The preparatory work for the disposal of obsolete inventory must be undertaken by the warehouse manager and verified by the Utilities Director/Parks Director.
2. The Finance Officer must approve the disposal of obsolete inventory.
3. The final approval of write-off of obsolete inventory would be executed by resolution with approval of the Hobbs City Commission.

4. The obsolete inventory must satisfy that:
  - a. The inventory has expired and is redundant.
  - b. The inventory is of a specialized nature and has become outdated due to the introduction of upgraded and more effective products.
  - c. The inventory cannot be used for the purpose for which it was originally intended.

J. Inventory Count:

1. Items may be subject to an inventory spot count on a monthly basis.
2. Inventory counts may be carried out on a four (4) monthly basis with a full inventory count at the end of each fiscal year.
3. All approved City of Hobbs procedures and processes must be complied with during the inventory count.
4. The warehouse manager/golf course manager must document and report to the Utilities Director, Parks Director and Finance Director, any discrepancies between the inventory records database and the physical inventory.
5. Once reported to the Utilities Director/Parks Director and Finance Director, the amount will be forwarded to City Commission by resolution for write-off of any inventory losses or write ups of surpluses.
6. The appropriate disciplinary action must be instituted when applicable.
7. The inventory record database must be updated accordingly.

K. Inventory Records. An inventory record database must be maintained for all inventory items, electronically. All relevant information must be included for the proper management and control of all inventory items. It is recommended that details include but are not limited to:

1. Order number/date.
2. Item description.
3. Quantity and value of stock on hand.
4. Quantity and value of stock received.
5. Quantity and value of stock issued.
6. Reorder level.
7. Optimum inventory level.
8. Quantity and value of obsolete stock.
9. Opening and closing balance.

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

L. Reporting.

1. A report must be submitted at each stock count to the Finance Department, Parks Director and Utilities Director detailing the following:
  - a. Any inventory shortages or surpluses and the reasons for such.
  - b. Any inventory deficits proposed to be written-off.
  - c. Any obsolete inventory items.
2. Inventories purchased during the fiscal year must be disclosed at cost.
3. All fiscal year reports must be submitted to the Finance Department which will be forwarded to the City of Hobbs external auditors.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020, to become effective May 1, 2020.

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

ATTEST:

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 6, 2020

SUBJECT: RESOLUTION TO APPROVE A LEASE ASSIGNMENT FOR THE HOBBS MOTORSPORTS PARK FACILITY TO HOBBS AIRFIELD SPEEDWAY, LLC AS RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: March 30, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: A request has been made by the current lessee, Hobbs Motorsports Park Inc., to assign the existing lease to Hobbs Airfield Speedway, LLC. The existing lease was assigned to Hobbs Motorsports Park Inc. per Resolution #3742 on May 21, 2002 and covers +/- 100 acres located northwest of the intersection of Millen and Business Park Boulevard for a term of 25 years (primary term expires June 1, 2027) with an option to renew for an additional two 25 year terms for a monthly lease of \$150.00; exercising the additional term option does trigger a renegotiation of the lease payments. Currently each lease of publicly owned real property with a market value greater than or equal to \$25,000.00 should be at fair market, which would increase monthly lease payments upon exercising an additional term in 7 years.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The lease would be \$150.00 per month, \$1,800.00 per year for the remaining 7 years of the primary term. GASB 87 (Leases) will be required to be disclosed with an estimated asset value at 6 30 2020. This lease will be reassessed at the end of lease term thru a possible appraisal of the asset. The City may early implement this standard prior to 2021.

Attachments: Resolution, Final Plan.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consideration to approve the Resolution approving the Lease Assignment.

Approved For Submittal By:

[Signature]
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. 6926.

**A RESOLUTION TO APPROVE A LEASE ASSIGNMENT FOR THE HOBBS MOTORSPORTS PARK FACILITY TO HOBBS AIRFIELD SPEEDWAY, LLC AS RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD.**

WHEREAS, the City of Hobbs has received a request to approve a lease assignment due to transfer of ownership of the Hobbs Motorsports Park Facility at the Hobbs Industrial Air Park from Hobbs Motorsports Park Inc. to Hobbs Airfield Speedway, LLC; and

WHEREAS, the lease assignment issue was reviewed by the City of Hobbs Planning Board at the March 17, 2020 meeting and the lease assignment to Hobbs Airfield Speedway, LLC was recommended for approval by the Planning Board as presented.

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 assignment of the Hobbs Motorsports Park lease to Hobbs Airfield Speedway, LLC, under the same lease terms and annual rent as under the existing lease, as recommended by the Planning Board.
2. That City staff and officials are authorized to do any and all deeds necessary to carry out the intention of this Resolution.

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of April, 2020

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

ATTEST:

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

**March 10, 2020**

**Hobbs Motorsports Park Inc.**

**5333 N A Street**

**Hobbs, NM 88240**

**940-704-8518**

**City of Hobbs:**

**Darrell Reid, DBA Hobbs Motorsports Park Inc., has reached an agreement to sale all assets of Hobbs Motorsports Park to Jamal Awwad, DBA Hobbs Airfield Speedway LLC.**

**Darrell Reid requests the lease at Hobbs Industrial Air Park (leased to Hobbs Motorsports Park Inc.) to be transferred to Jamal Awwad, who also requests to rename Hobbs Motorsports Park Inc. to Hobbs Airfield Speedway LLC.**

**Darrell Reid**

**HOBBS MOTOR SPORTS PARK  
ASSIGNMENT OF LEASE AND LICENSE AGREEMENT**

This Agreement for the Assignment of Lease and License Agreement, made this 6<sup>th</sup> day of April, 2020, between Hobbs Motorsports Park, Inc., hereinafter referred to as "ASSIGNOR;" and Hobbs Airfield Speedway, LLC, hereinafter referred to as "ASSIGNEE;" and the City of Hobbs, hereinafter referred to as "LESSOR."

WHEREAS, Hobbs Motor Sports Park, Inc., by and through the management of ASSIGNOR entered into a Lease and License Agreement, attached hereto in its entirety as Exhibit "A," incorporated herein by reference, and hereinafter referred to as "LEASE AND LICENSE AGREEMENT," with LESSOR:

WHEREAS, the ownership and management of Hobbs Motor Sports Park Inc., has been transferred from ASSIGNOR to ASSIGNEE;

WHEREAS, ASSIGNOR desire to assign LEASE AND LICENSE AGREEMENT to ASSIGNEE, and ASSIGNEE desires to accept such assignment; and

WHEREAS, written consent of LESSOR is required for any assignment of LEASE AND LICENSE AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ASSIGNMENT**

1. ASSIGNORS hereby assigns all rights, title and interest in LEASE AND LICENSE AGREEMENT to ASSIGNEE.

2. ASSIGNEE accepts said assignment of the LEASE AND LICENSE AGREEMENT in whole, and ASSIGNEE agrees that the rights of ASSIGNEE thereunder are subject to all of the terms and conditions contained in the LEASE AND LICENSE AGREEMENT.

**CONSENT**

LESSOR hereby consents to ASSIGNORS' assignment of the LEASE AND LICENSE AGREEMENT to ASSIGNEE and shall hold ASSIGNEE to all terms and conditions contained in the LEASE AND LICENSE AGREEMENT, attached hereto as Exhibit "A," and incorporated herein by reference.





LESSOR:

City of Hobbs

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

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF HOBBS

RESOLUTION NO. 4086

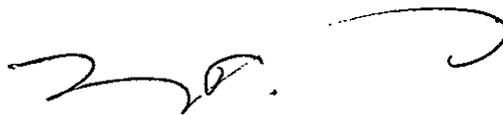
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT FOR THE ASSIGNMENT OF LEASE AND  
LICENSE AGREEMENT – HOBBS MOTOR SPORTS PARK, INC.**

WHEREAS, the City of Hobbs has been notified that ownership and management of Hobbs Motor Sports Park, Inc., at the Hobbs Industrial Air Park has been transferred from Kenneth Fulcher Jr. and T. Scott Fulcher to Carl D. and Donna K. Watson; and

WHEREAS, the lease and license assignment issue was reviewed by the Hobbs Industrial Air Park (HIAP) Board at the June 16, 2004 meeting, and the lease assignment to Carl D. and Donna K. Watson was unanimously recommended for approval by the HIAP Board as presented.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to execute on behalf of the City of Hobbs the Agreement for the Assignment of Lease and License Agreement – Hobbs Motor Sports Park, Inc.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2004.

  
\_\_\_\_\_  
MONTY D. NEWMAN, Mayor

ATTEST:

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

LEASE AND LICENSE AGREEMENT

This Lease and License Agreement, made the 1<sup>st</sup> day of June, 2002, between the CITY OF HOBBS, a municipal corporation organized and existing under the laws of the State of New Mexico, (hereinafter referred to as "LESSOR"), and HOBBS MOTOR SPORTS PARK, INC., (hereinafter referred to as "LESSEE").

WITNESSETH:

1. TERM OF AGREEMENT AND DESCRIPTION OF LEASE PREMISES. LESSOR hereby does lease unto LESSEE certain real property located at the Hobbs Industrial Air Park in Lea County, New Mexico, as is more particularly described by Exhibit "A" which is attached hereto and made a part hereof, as follows:

LESSOR leases to LESSEE "Tract A" of Exhibit "A" to have and hold for use as a drag strip for the term of twenty-five (25) years. LESSEE hereby is granted the option to renew this Agreement for two (2) additional twenty-five year terms. At least sixty (60) days prior to the termination date of this Lease LESSEE shall give to LESSOR, in writing, its notice of intention to exercise this option to renew. The rental price to be paid from and after the expiration of the primary term of the Agreement shall be renegotiated upon the exercise of any option.

LESSOR also grants to LESSEE an exclusive license for use of the paved portion of "Tract B" of Exhibit "A" as a return road. Said license shall be granted pursuant to and conditioned by the terms and conditions of Paragraph 2 hereof, with LESSEE being responsible for marking said return road so that it complies with any and all requirements necessitated by the insurance required in Paragraph 4. Other improvements will be allowed to be situated upon Tract B but shall be removable and damages incurred in such removal will be paid by Lessee.

LESSOR also grants to LESSEE an exclusive license for use of "Tract C" of Exhibit "A" during the racing events scheduled by LESSEE, said license to be only for such purposes and for such periods. Said license shall be granted pursuant to and conditioned by the terms and conditions of Paragraph 2 hereof, with LESSEE being responsible for marking said tract so that it complies with any and all requirements necessitated by the insurance required in Paragraph 4. There shall be no permanent improvements installed on Tract C; temporary barricades shall be placed on Tract C during and in preparation for race events. Lessee shall provide proper notice to FAA prior to occupying this section for any event.

(hereinafter individually and collectively referred to as the "lease premises".)

2. SCHEDULE OF EVENTS. LESSEE shall hold a minimum of five (5) racing events beginning in May and ending in September, during each and every calendar year

covered by this Agreement. The specific dates of said events shall be submitted to the City Manager's Office a minimum of thirty (30) days prior to the first scheduled event. Any additional dates of events not submitted as outlined above shall be submitted at least ninety (90) days prior to holding said additional event. All events shall be subject to approval by the City Manager's Office or the Hobbs Industrial Air Park Board.

LESSOR reserves the right to either permanently or temporarily cancel any scheduled event as may be necessitated by LESSOR for the safety and proper operation of the Hobbs Industrial Air Park. LESSOR shall give LESSEE thirty (30) days notice prior to cancellation of any scheduled events.

3. RENT. LESSEE shall pay LESSOR as a reasonable rental for the lease premises, the sum of ONE HUNDRED FIFTY DOLLARS (\$150) per month, in advance, throughout the primary term of this Agreement, beginning June 1, 2002, and on or before the first day of each and every month thereafter. Rent shall be renegotiated upon the exercise of any option.

4. INSURANCE. As to all three Tracts. LESSEE shall procure and maintain in force, at its expense, during the term of this Agreement and any extension or renewal thereof, public liability insurance with insurers approved by LESSOR with a certificate of said insurance naming LESSOR as additional named insured. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the lease premises, in a minimum amount of One Million Dollars (\$1,000,000) for each person insured, One Million Dollars (\$1,000,000) for any one accident and One Million Dollars (\$1,000,000) for property damage. The insurance policies shall provide coverage for contingent liability of LESSOR on any claims or losses. The policies shall be delivered to LESSOR for keeping. LESSEE shall obtain a written obligation from the insurers to notify LESSOR in writing at least thirty (30) days prior to cancellation or refusal to renew any policy.

LESSEE shall secure releases for the benefit of the City of Hobbs for any and all guests, invitees, participants, volunteers and agents of LESSEE. The releases shall be on file for inspection by the City of Hobbs at any time.

All insurance policies and releases must be submitted to the Risk Manager of the City of Hobbs for review and approval. A Certificate of Insurance must be filed in the office of the City's Risk Manager each year of the lease term and any extension or renewal thereof.

5. COMPLIANCE WITH LAWS AND F.A.A. REGULATIONS. During the term of this Agreement and any extension or renewal thereof, LESSEE shall comply with all applicable federal, state and municipal laws affecting the lease premises, including any and all Federal Aviation Administration rules or regulations applicable to LESSEE'S use of the abandoned aircraft runways on or adjacent to the leasehold premises.

6. USE OF PREMISES. It is agreed and understood that the lease premises are to be used for the purpose of operation of a drag strip and raceway and such other related spectator events and services as may be directly related or incidental thereto. Vehicular traffic shall be restricted on all tracts except as especially allowed during the operation of or preparation for a race. Vehicular traffic also shall be restricted by LESSEE during periods between racing events. LESSEE shall barricade the area leading to the runway shown on Exhibit "A"; and, in such case, no vehicular traffic shall be permitted by LESSEE across the barricaded area. The barricade construction shall be subject to the approval of the City of Hobbs staff. LESSOR covenants that there are no existing municipal, county or state ordinances or regulations or property restrictions which might prohibit the use of the lease premises as a drag strip and for all other uses necessary, convenient or incidental to the aforementioned use.

LESSOR further covenants and agrees that the City of Hobbs shall not impose, during the term of this Agreement and any extension or renewal thereof, any zoning or other municipal ordinances or restrictions which might prohibit the use of this property as set forth above.

7. LESSEE may operate a concession stand in conjunction with this Lease and License Agreement, at LESSEE'S sole cost and expense. Should LESSEE elect to operate a concession stand, LESSEE shall:

A. Provide all tables, equipment, cooling and cooking devices and utensils required for the operation of the concession stand.

B. Keep the concession area clean inside and outside and police the area regularly so that trash from food service does not become unsightly or a nuisance.

C. Meet all requirements for a Class "A" health rating as provided by the laws of the State of New Mexico.

D. Be responsible for all business procedures including inventory, bookkeeping, employees' withholding tax, workers' compensation, liability insurance and shall hold LESSOR harmless as to injury and shall make the aforementioned documentation available to the City Manager, or his designee, upon request.

E. Maintain the lease premises so as to meet New Mexico Environment Department standards and Fire Marshal standards, which shall include a 2A10BC triplex multipurpose fire extinguisher. Failure to comply with New Mexico Environment Department or Fire Marshal standards within three (3) days of written notice by LESSOR shall constitute grounds for cancellation of this Agreement.

F. Make available for sale several types of snack foods such as nachos, fresh candy and soft drinks at such prices and quantities as are reasonable and usual in

the concession type business concerned herewith. LESSEE is specifically prohibited from selling or making available small candy-filled straws.

G. Keep the concession open and operating, with at least one adult person on duty at all times, during all such times as the drag strip is being used for organized participation. Failure to strictly comply with said standards shall constitute grounds for immediate cancellation of this Agreement.

8. IMPROVEMENTS AND REMOVAL; TERMINATION. LESSEE may, subject to prior written approval by LESSOR as set forth below, construct improvements on Tracts A and B at LESSEE'S sole cost and expense. Any such improvements shall conform to the state building code and any other ordinances or regulations of the City of Hobbs. Such improvements shall be and remain the property of LESSEE except in the event of LESSEE'S default and failure to remove such improvements in accordance with Paragraph 10 of this Agreement.

LESSEE shall not permit any liens or encumbrances to be filed against the property which is the subject matter of this Agreement or against LESSEE'S leasehold interest in the lease premises.

LESSEE shall make no contract or agreement for the construction, alteration, or repairing of any building or other improvement on the lease premises without prior written approval by LESSOR. Any such contract shall provide for ten (10) day notice to LESSOR prior to the beginning of any work and such contract or agreement is in writing and contains an express waiver by such contractor(s) and all suppliers of any claim for mechanic's or materialmen's liens against the demised lease premises or improvements thereon.

9. TAXES AND ASSESSMENTS. LESSEE shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments or other governmental charges that shall or may during the Agreement be imposed on or arise in connection with the use of the lease premises or any part thereof.

10. DEFAULT. In the event of any default or LESSEE'S failure to perform or comply with any of the conditions of this Agreement, and if the non-performance shall continue for a period of twenty (20) days after written notice thereof by LESSOR to LESSEE, LESSOR shall have the right to cancel and terminate this Agreement by giving to LESSEE not less than twenty (20) days notice of cancellation and termination. Subject to Paragraphs 3A and 8 above, and at the termination of the lease term, LESSEE shall have the right to remove all or any improvements made by him and such improvements shall be removed no later than sixty (60) days after notice of termination or cancellation; and failure to remove improvements within said period of time shall act as a transfer of all right, title and interest in the improvements to LESSOR. Improvements of LESSEE may only be removed by LESSEE if such removal can be done without damage to the lease premises. LESSEE may remove such improvement(s) only if LESSEE simultaneously

repairs, at LESSEE'S sole cost and expense, any damage to the satisfaction, and under the supervision, of LESSOR. Improvements which cannot be removed without damage that is or cannot be repaired to LESSOR'S satisfaction by LESSEE shall not be removed and shall become the property of LESSOR without compensation to LESSEE.

11. DESTRUCTION. In the event of a partial or total destruction of the lease premises during the term and any extension or renewal thereof of any cause, LESSEE shall repair the same forthwith, at LESSEE'S sole cost and expense, to not less than the condition that they were in at the beginning of said Agreement, provided the repairs can be made within one hundred twenty (120) days under the laws and regulations of applicable government authorities. Any partial destruction shall neither annul nor void this Agreement, except that LESSEE shall be entitled to a proportionate reduction of rent while repairs are being made. Failure to complete repairs or restoration within the time set forth herein shall constitute default by LESSEE.

12. RESTRICTION ON USE. LESSEE shall not use the lease premises in any manner that will result in cancellation of any insurance policy, even if such use may be in furtherance of LESSEE'S business purposes. LESSEE shall not keep, use or sell anything prohibited by any policy of insurance covering the lease premises and shall comply with all requirements of the insurers applicable to the lease premises necessary to keep in force said insurance.

13. UTILITIES. LESSEE shall arrange and pay for all utilities furnished to the lease premises for the term of this Agreement and any extension or renewal thereof including electricity, gas, water, sewer, telephone service and trash collection.

14. REPAIRS AND MAINTENANCE. LESSEE shall maintain and keep in reasonably good order and repair all of the property which is subject to this Agreement. LESSEE shall regularly clean and mow all weeds and other vegetation on the lease premises so as to present a sanitary and well-kept appearance. LESSEE further agrees that it shall surrender the property peaceably and in reasonably good condition at the termination of this Agreement, ordinary wear and tear excepted, at its sole cost and expense.

15. NON-LIABILITY OF LESSOR FOR DAMAGES. LESSOR shall not be liable for any damage claims for death or injury to persons or injury or damage to property from any cause relating to the occupancy of the lease premises by LESSEE including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the lease premises during the term of this Agreement or any extension or renewal thereof. LESSEE shall defend and indemnify LESSOR from any and all liability, loss or other damage claims or obligations, of every kind and nature, resulting from any injuries or losses of this, or any other, nature including reasonable attorney's fees and costs.

**16. LESSEE'S ASSUMPTION OF LIABILITY AND INDEMNIFICATION.**

**A. LESSEE covenants and agrees that it shall be responsible for, assume, defend, indemnify and save LESSOR harmless from any and all liability, damage, expense, cause of action, suits, claims, liens, and judgments of every kind and nature including, but not limited to, those arising from death or injury to persons or damage to property on or off the lease premises or involving injury, death, or damage arising or resulting from LESSEE'S usage of the lease premises or the operations by LESSEE, including LESSOR'S reasonable attorney's fees and costs incurred in defending against same or prosecuting any counterclaim(s) or cross claim(s) or third party action arising therefrom.**

**B. LESSEE hereby agrees to and shall, indemnify, save and hold LESSOR harmless against all liability, loss, cost, damage, claim, lien, judgment or expense of every kind and nature sustained by or made against LESSOR, including, but not limited to, attorney's fees, costs and other expenses of litigation, caused by LESSEE or resulting or arising from LESSEE'S occupancy and lease of the premises or activities of LESSEE on or about the lease premises, including but not limited to those:**

**(1) Sustained on account of or through the use of the lease premises or improvements or any part thereof by LESSEE or by any other person for any purpose inconsistent with the provisions of this Agreement.**

**(2) Arising out of, or directly or indirectly due to, any failure of LESSEE in any respect promptly and faithfully to satisfy its obligations under this Agreement.**

**(3) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury or death to any person or persons or injury or damage to property resulting from or occurring out of the use of the lease premises and improvements or any part thereof.**

**(4) For which the lease premises and improvements or any part thereof or the LESSOR as owner thereof or interested party therein may hereafter, without fault by LESSOR become liable, and especially, but not exclusively, any such liability, loss, cost, damage or expense that may arise under any statute, ordinance, or regulation.**

**LESSEE also shall, at all times prior to termination of the lease term and any extension or renewal thereof and delivery to LESSOR of possession of the lease premises, save, defend, and indemnify LESSOR against all liens and charges of any and every nature that may at any time be established against the lease premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of LESSEE or as a consequence, direct or indirect, of the existence of LESSEE'S interest under this Agreement.**

**C. LESSEE shall save, defend, and indemnify LESSOR against any and all liability or loss incurred by LESSOR including LESSOR'S reasonable attorney's fees and**

costs incurred as a result, during the term of this Agreement and any extension or renewal thereof, of LESSEE'S failure to perform any covenant required to be performed by LESSEE hereunder, of any accident that may occur in or about the lease premises or improvements thereon, or of LESSEE'S failure to comply with any governmental authority. LESSOR'S right to indemnification from LESSEE hereunder shall arise notwithstanding that joint or concurrent liability may be imposed on LESSOR by statute, ordinance, regulation or other law.

D. LESSEE shall save, defend, and indemnify LESSOR against all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about the lease premises or any building or structure thereon or the equipment thereof during the term and any extension or renewal of this Agreement, arising from any condition of any street or sidewalk adjoining the lease premises appurtenant thereto, arising from any act or negligence of LESSEE or any of its agents, contractors or employees, or arising from any accident injury or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations, occurring in or about the lease premises or on or under the streets, landing strips or sidewalks adjacent thereto or from any concession. LESSEE also shall save, defend, and indemnify LESSOR against all costs, attorney's fees and liabilities of every kind and nature incurred in or about any such claim or in or about any action or proceeding brought thereon, and in case any action or proceeding be brought against LESSOR by reason of any such claim, LESSEE shall, on notice from LESSOR, resist or defend such action or proceeding by counsel satisfactory to LESSOR at LESSEE's sole cost and expense.

17. ASSIGNMENT, SUBLEASE OR LICENSE. LESSEE shall not assign this Agreement or sublease the lease premises or any right or privilege connected therewith or allow any other person except agents and employees of LESSEE to occupy the lease premises or any part thereof. An unauthorized assignment, sublease or license to occupy by LESSEE shall be void and shall terminate the Agreement at the option of LESSOR. The interest of LESSEE in this Agreement is not assignable by operation of law without the written consent of LESSOR.

18. BREACH. The appointment of a receiver to take possession of the assets of LESSEE, a general assignment for the benefit of the creditors of LESSEE, any action taken or allowed to be taken by LESSEE under any Bankruptcy Act or the failure of LESSEE to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement.

19. CANCELLATION. LESSOR reserves the right to cancel and terminate this Agreement, and any applicable options, by giving to LESSEE not less than one-hundred-eighty (180) days written notice of cancellation and termination if the governing body determines that the property is needed for either municipal purposes, industrial development, or necessitated for the prudent operation and safety of the Hobbs Industrial Air Park. Rent shall be prorated as of the date of written notice by LESSOR of its intent to terminate this Agreement and LESSEE shall have no claim against LESSOR

whatsoever relating to termination of this Agreement nor to any damages whatsoever. In the event of such termination by the City, the City shall have a twenty (20) working day period within which to decide whether to purchase LESSEE's improvements at the same price at which the improvements are offered to other prospective purchasers, if LESSEE should decide to offer such improvements to the City.

20. ATTORNEY'S FEES. If LESSOR files an action to enforce any agreement contained in this Agreement or for breach of any covenant or condition, LESSEE shall pay LESSOR reasonable attorney's fees for the services of LESSOR'S attorney in the action, all fees to be fixed by the Court.

21. NOTICES. All notices to be given with respect to this Agreement shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid and return receipt requested, to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

LESSOR:           City of Hobbs  
                      300 North Turner  
                      Hobbs, New Mexico 88240

LESSEE:           Hobbs Motor Sports Park, Inc.  
                      1225 Tulsa  
                      Hobbs, New Mexico 88240

22. SECURITY, STAND-BY AMBULANCE: LESSEE shall provide and pay for, at LESSEE'S sole cost and expense, adequate police security of at least two (2) officers to maintain order during regularly scheduled racing events and at least one officer for the special grudge match races to be scheduled by LESSEE. In addition, LESSEE shall provide and pay for, at LESSEE'S sole cost and expense, stand-by ambulance service during any and all racing events including but not limited to those special grudge match races to be scheduled by LESSEE.

23. BENEFIT AND ASSIGNMENT: This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, personal representatives and assigns.

24. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico.

25. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be with the District Court of Lea County, State of New Mexico, only.

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

Jan Fletcher  
Jan Fletcher, City Clerk

By: Robert P. Wallach  
Robert P. Wallach, Mayor

APPROVED AS TO FORM:

Gary Don Reagan  
Gary Don Reagan, City Attorney

HOBBS MOTOR SPORTS PARK, INC.

By: [Signature]  
PRESIDENT

ATTEST:

Scott Fulcher  
SECRETARY

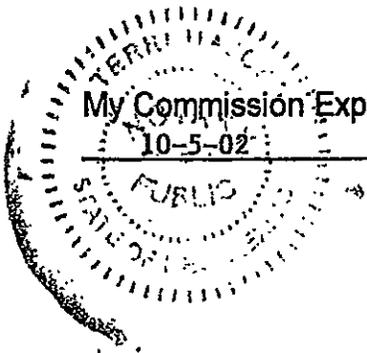
STATE OF NEW MEXICO)

) ss:  
COUNTY OF LEA)

This instrument was acknowledged before me this 21st day of May, 2002, by Robert P. Wallach, Mayor of the City of Hobbs, New Mexico, a municipal corporation, on behalf of said corporation.

My Commission Expires:  
10-5-02

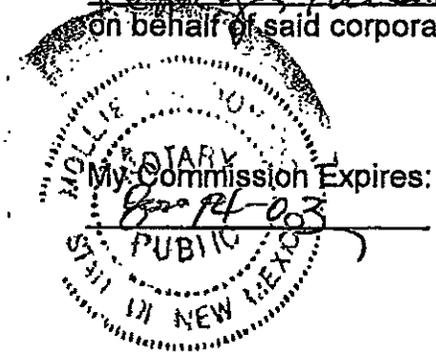
Terri Majors  
NOTARY PUBLIC



STATE OF NEW MEXICO)

) ss.  
COUNTY OF LEA)

This instrument was acknowledged before me this 20<sup>th</sup> day of May, 2002, by Kenny Fulcher, President of Hobbs Motor Sports Park, Inc., a corporation, on behalf of said corporation.



Mollie W. Gledhill  
NOTARY PUBLIC





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 6, 2020

**SUBJECT:** RESOLUTION TO APPROVE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC AND THE CITY OF HOBBS CONCERNING THE PROJECTION OF SUERTE DRIVE SOUTH OF THE EXISTING TERMINUS A DISTANCE OF +/- 1,500 FEET DATED APRIL 1, 2019.

**DEPT. OF ORIGIN:** Planning Division  
**DATE SUBMITTED:** March 30, 2020  
**SUBMITTED BY:** Kevin Robinson – Planning Department

**Summary:** The City of Hobbs Commission approved a Development Agreement with Suerte Land Group, LLC on April 1, 2019, concerning the fair share development of the southerly projection of Suerte Drive. The Development Agreement, as adopted on April 1<sup>st</sup>, 2019 per Resolution #6784, allowed for the fair share reimbursement of the infrastructure costs or \$350,000.00 whichever is less providing infrastructure is installed and reimbursement occurs 365 days from ratification of the DA (March 31, 2020). The Developer has requested that the Agreement be extended to January 1, 2021. All other tenants of the Agreement will remain unchanged.

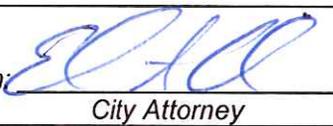
**Fiscal Impact:**

Reviewed By:   
Finance Department

This resolution would not incur an additional expense to the City as funds have already been encumbered.

**Attachments:** Resolution.

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Staff recommends consideration to approve the Resolution to amend the Development Agreement.

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6927

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC AND THE CITY OF HOBBS CONCERNING THE PROJECTION OF SUERTE DRIVE SOUTH OF THE EXISTING TERMINUS A DISTANCE OF +/- 1,500 FEET DATED APRIL 1, 2019.**

WHEREAS, the City of Hobbs has entered into a Development Agreement with Suerte Land Group, LLC dated April 1, 2019; and

WHEREAS, the aforementioned Development Agreement's initial term is for One (1) year from ratification; and

WHEREAS, the City Commission finds that amending the aforementioned Development Agreement to extend the term to January 1, 2021 is in the best interest of the City of Hobbs.

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 amending of the Development Agreement extending the term to January 1, 2021, all other provisions within the Development Agreement shall remain the same.

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

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of April, 2020

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

ATTEST:

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 1, 2019

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC, AND THE CITY OF HOBBS CONCERNING THE PROJECTION OF SUERTE DRIVE SOUTH OF THE EXISTING TERMINUS A DISTANCE OF +/- 1,500 FEET.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: March 29, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with Suerte Land Group, LLC, concerning the development of Suerte Drive south of the existing terminus a distance of +/- 1,500 feet. The subdivision of property, per MC Title 16, requires that all public infrastructures either be in place or surety given to the City that the cost for the same will be borne by the Subdivider prior to acceptance of the subdivision. The development agreement, concerning the development of public infrastructures of a designated Minor Collector, attached hereto and made part of this Resolution requires the Developer to construct all of the required public infrastructures from the existing terminus to the southern boundary of the Tract proposed to be created and convey to the public surface and sub-surface easements for the future projection of Suerte Drive to Developers south property line and the east west connection of Smith Road projection. After receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the installed public infrastructures not adjacent to the Developers property; being 50% of the approved Engineer of Records certified invoices or \$350,000.00 whichever is less, providing such reimbursement occurs within 365 days of ratification of this agreement. The City of Hobbs Planning Board recommended approval of the Development Agreement at the regular meeting held on March 19, 2019 by a vote of 6 to 0.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Budget Line: 44-4044-44901-00073 (JT UIL Extension)
Unencumbered: \$316,172.00
Fair Share Reimbursement: \$350,000.00 (Maximum fair share reimbursement)

A budget reclassification of \$35,000.00 would need to be made from budget line #44-4044-44901-00200 to budget line of 44-4044-44901-00073. Since there is no cash budget impact (due to re-class), the reclassification would need to be ratified in the final Bar for fiscal year 2019.

Attachments: Development Agreement and attachments.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends consideration of approval of the Development Agreement.

Approved For Submittal By:

[Signature] 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. 6784

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC, AND THE CITY OF HOBBS CONCERNING THE PROJECTION OF SUERTE DRIVE SOUTH OF THE EXISTING TERMINUS A DISTANCE OF +/- 1,500 FEET.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Suerte Land Group, LLC, concerning the projection of Suerte Drive, a designated Minor Collector; and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct all of the required public infrastructures from the existing terminus to the southern boundary of the Tract proposed to be created and convey to the public surface and sub-surface easements for the future projection of Suerte Drive to Developers south property line and the east west connection of Smith Road projection; and

WHEREAS, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the installed public infrastructures not adjacent to the Developers property; being 50% of the approved Engineer of Records certified invoices or \$350,000.00 whichever is less, providing such reimbursement occurs within 365 days of ratification of this agreement, said agreement being in the best interest of the City.

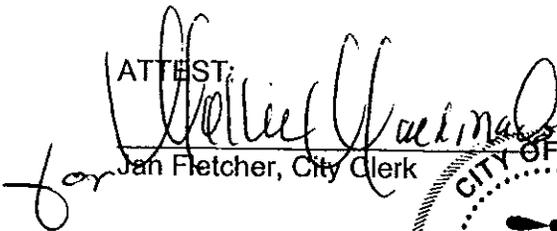
NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that

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

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of April, 2019.

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

ATTEST:

  
for Jan Fletcher, City Clerk



## SUERTE LAND GROUP, LLC DEVELOPEMNT GROUP

THIS AGREEMENT, made and entered into this 1st day of April 2019, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Suerte Land Group, LLC, a New Mexico limited liability company, P O Box 905, Hobbs, NM 88240 (hereafter called "Developer").

### RECITALS:

WHEREAS, Developer desires to develop and convey a portion of an undivided parent parcel located Southwest of the intersection of Scenic Drive and Suerte Drive, within the City limits of the City of Hobbs; 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; and

WHEREAS, Suerte Drive has been identified within the City of Hobbs Major Thoroughfare Plan as a Minor Collector and upon projection through the developers property certain portions will be adjacent to other properties not controlled by the developer there by denying the developer fair share benefit; and

WHEREAS, Developer has proposed to construct the projection of Suerte Drive to the southern boundary of the Tract proposed to be created, as well as dedicate to the public a surface and subsurface easement for the remainder of Suerte Drive to the Developers south property line and an east west surface and subsurface easement projecting Smith Lane intersecting with the Suerte Drive projection; and

WHEREAS, the projection of Suerte Drive, a designated Minor Collector, would serve the current transportation needs of the public and the proposed dedication of the aforementioned surface and subsurface easements would secure a location for the public's future transportation needs.

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

1. The Developer shall cause to be created a summary subdivision plat creating the proposed Tract having an eastern property line whose entirety is adjacent to the projection of Suerte Drive. Such summary plat so created shall also encumber an undivided remainder portion of the developer's holdings with a surface and subsurface public easement for the continued projection of Suerte Drive to the southern property line of the developer's holdings and the projection of Smith Lane easterly to intersect with Suerte Drive.
2. The Developer shall design or cause to be designed construction plans, using the services of a registered New Mexico Civil Engineer, for the projection of Suerte Drive south from the existing terminus to the southern property line of the Tract being created; plan set to include all municipal infrastructures; sewer, water and roadway improvements, as well as the Engineer of Record itemized Cost Estimate.
3. The Developer shall construct or cause to be constructed the required municipal infrastructure improvements, upon Municipal approval of Developer's Construction Plan set and an issuance from the Municipality of a Notice to Proceed. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the municipal infrastructure as to compliance with the plan set prior to municipal acceptance.
4. The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the installed public infrastructures not adjacent to the Developers property; being 50% of the approved Engineer of Records certified invoices or \$350,000.00 whichever is less, providing such reimbursement occurs within 365 days of ratification of this agreement.
5. Responsibilities of the parties hereto are as follows:
  - A. The Developer shall:
    - 1) Pay for all costs for creating a summary subdivision plat, fully compliant with Municipal Code Title

16, said plat to include the surface and subsurface public easement for the continued projection of Suerte Drive to the southern property line of the developer's holdings and the projection of Smith Lane easterly to intersect with Suerte Drive.

- 2) Install all public infrastructures within the projection of Suerte Drive to the southern property line of the proposed Tract to be created.
- 3) Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructures within the projection of Suerte Drive.

B. The City shall:

- 1) The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the installed public infrastructures not adjacent to the Developers property; being 50% of the approved Engineer of Records certified invoices or \$350,000.00 whichever is less, providing such reimbursement occurs within 365 days of ratification of this agreement.
- 2) City will review and process construction plans in a forthright manner and with due diligence.

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

7. 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.

8. 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.

9. Representations of Developer.

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

10. BREACH

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

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

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

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

11. 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.

12. 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.

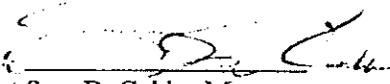
13. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification.

14. 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

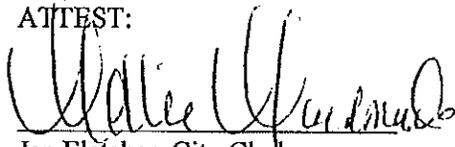
DEVELOPER -- Suerte Land Group, LLC

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

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

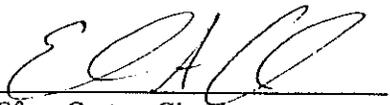
\_\_\_\_\_  
Its:

ATTEST:

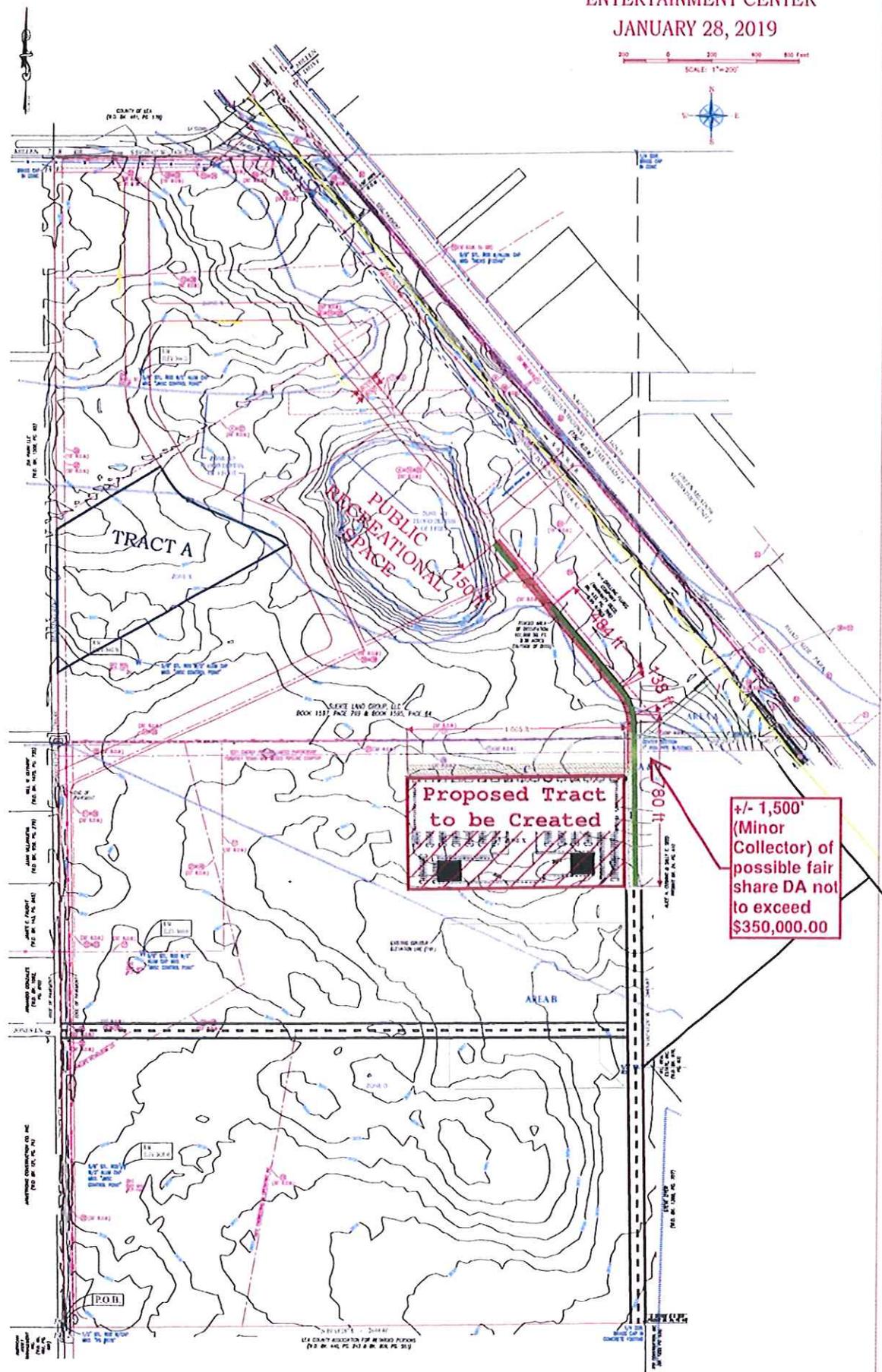
  
for Jan Fletcher, City Clerk



APPROVED AS TO FORM:

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

**SUERTE LAND GROUP**  
**PRELIMINARY ESTIMATE**  
**ENTERTAINMENT CENTER**  
**JANUARY 28, 2019**



**Proposed Tract  
to be Created**

**+/- 1,500'  
(Minor  
Collector) of  
possible fair  
share DA not  
to exceed  
\$350,000.00**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: APRIL 6, 2020

**SUBJECT:** Consideration of Bid No. 1577-20; Furnish Labor And Parts For Pump Repair  
**DEPT. OF ORIGIN:** Utilities  
**DATE SUBMITTED:** March 26, 2020  
**SUBMITTED BY:** Tim Woomer, Utilities Director

**Summary:**

Formal bids were opened at 2:00 p.m. on Tuesday, March 10, 2020, to furnish the City of Hobbs with Labor, Equipment, Machine Work, and Parts for the repair, replacement, and installation of pumps and pump motors for the City of Hobbs water production wells and booster pump stations operating within the City's water production system.

One qualified bid was submitted by WHB Pump Sales, LLC.

The amount of the bid, excluding NMGR, for this Indefinite Quantity Contract is as follows:

<u>BIDDER</u>	<u>LOCATION</u>	<u>BID</u>
WHB Pump Sales, LLC	Lovington, NM	\$ 10,600.00

**Fiscal Impact:** \$ 225,000.00

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

Finance Department

This is an indefinite quantity agreement. Funds for this work are budgeted in the Utilities Water Production Division budget, line item 604620-42523 Reconditioning of Water Production Wells.

**Attachments:**

Bid No. 1577-20; Furnish Labor And Parts For Pump Repair

**Legal Review:**

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

City Attorney

**Recommendation:**

Award Bid No. 1577-20; Furnish Labor and Parts For Pump Repair to WHB Pump Sales, LLC of Lovington, NM.

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. \_\_\_\_\_

**CONTRACT BETWEEN THE CITY OF HOBBS AND  
WHB PUMP SALES, LLC**

THIS CONTRACT is made this \_\_\_\_ day of April, 2020 by and between the **City of Hobbs, New Mexico**, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as City) and **WHB Pump Sales, LLC**, an independent contractor (hereinafter referred to as Contractor).

**Category 1 Contract; 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 \$60,000.00:** Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.

**Category 3 Contract; \$60,000.00 and over:** Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.

**Professional Services Contract; under \$60,000.00:** Purchasing requires the direction of the City Manager.

**Professional Services Contract; \$60,000.00 and over:** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.

The City and Contractor (hereinafter collectively referred to as Parties), in consideration of their mutual promises, agree as follows:

**1. SCOPE OF SERVICES - EXHIBIT 1; BID NO. 1577-20**

Provide labor, equipment, parts, and machine work for the repair, replacement, reconditioning, and installation of pumps and pump motors for the City of Hobbs water production wells and booster pump stations within the City's water production system. All work performed shall include and meet all requirements, pricing agreements, and detailed specifications as stated in Exhibit 1, BID 1577-20, and is hereby made a part of this agreement. The work area includes (32) Water Production Wells and (5) Booster Pump Stations and any other related pumps and pump motors within the City's system. Contractor shall comply with all federal and state laws, rules, and regulations. Contractor shall follow all safety policies and regulations and utilize all necessary Personal Protective Equipment as adopted by the City of Hobbs.

**2. PRICE - EXHIBIT 1; BID NO. 1577-20**

City shall pay Contractor following Contractor's satisfactory completion of each work project. This amount shall include all necessary labor, equipment, materials, and all other costs necessary to complete the work as specified herein. All pricing is stated in Exhibit 1, BID 1577-20, and is hereby made a part of this agreement. Approval and acceptance of Contractor's satisfactory completion of each work project shall be a prerequisite to final payment.

**3. TIME SCHEDULE FOR COMPLETION**

Contractor shall fully complete work projects within **30 DAYS** of commencement of work.

#### **4. TERM**

This is an Indefinite Quantity Contract. The term of this agreement for the issuance of purchase orders shall be for one (1) year from the date of notification of award of bid, with an option to extend this contract an additional three (3) years, one (1) year at a time, if mutually agreeable with the City of Hobbs and Contractor. The City of Hobbs reserves the right to purchase more or less of the estimated quantities at the approved prices.

#### **5. STATUS OF CONTRACTOR**

Contractor acknowledges that his relationship with City is that of an independent contractor and, as such, Contractor shall not be considered an employee or agent of the 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 further acknowledges that no benefits pursuant to the Workers Compensation Laws of the State of New Mexico are available.

#### **6. INSURANCE REQUIREMENTS**

Contractor shall provide City with a certificate of insurance for general liability in an amount of \$1,000,000.00, and naming City as an additional insured. Said insurance policy shall be primary.

#### **7. INDEMNITY**

Contractor agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents 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 contract, or for Contractor's failure to render services, or any breach of this contract.

#### **8. MISCELLANEOUS PROVISIONS**

Contractor shall not subcontract, transfer or assign this contract, or any interest herein.

Duly authorized representatives of City shall have the right to inspect the work under this Contract.

Contractor shall be responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes upon the total price of this contract.

In the event that Contractor defaults on any term of this contract, City retains the right to declare this contract void. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Contract, even though the City may employ in-house legal counsel.

If any part of this contract shall be 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.

Jurisdiction and venue relating to any litigation or dispute arising out of this contract shall be in the District Court of Lea County, New Mexico, only.

The foregoing constitutes the entire contract between the Parties and may be modified only in writing signed by both Parties. This contract 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.

Any change orders shall be in writing and signed by the Parties specifically enumerating the additional work to be performed and the cost therein.

IN WITNESS WHEREOF, the Parties hereto have executed this contract the day and year first above written.

**THE CITY OF HOBBS, NEW MEXICO**

**WHB Pump Sales, LLC**  
**PO Box 698**  
**Lovington, NM 88260**

Finance Approval

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

\_\_\_\_\_  
Finance Director

Title: \_\_\_\_\_

Department Approval

Contractor's License Number - 03-413981-00-8

Approved as to form:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
City Attorney  
(Category 3 Contracts,  
All Professional Service Contracts)

\_\_\_\_\_  
City Manager  
(Category 3 Contracts,  
All Professional Service Contracts)

**Account Number: 60-4620-42523**

EXHIBIT ONE  
INVITATION TO BID/PRICE AGREEMENT

BID NO. 1577-20

FURNISH LABOR AND PARTS FOR PUMP REPAIR

City of Hobbs, New Mexico

Sealed bids will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E Broadway, Hobbs, New Mexico 88240 Due 2:00 p.m., Tuesday, March 10, 2020, to FURNISH LABOR AND PARTS FOR PUMP REPAIR as specified.

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

Copies of the specifications may be procured without charge from the office of the City Finance Director. If there are any questions regarding this bid contact Shelly Raulston at [sraulston@hobbsnm.org](mailto:sraulston@hobbsnm.org) or (575) 397-9244.

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

CITY OF HOBBS, NEW MEXICO

---

Manny Gomez  
Acting City Manager

Publication Date: February 27, 2020

## INSTRUCTIONS TO BIDDERS

### I. SUBMITTING BIDS

- A. Sealed bids will be received by the Finance Department, in accordance with the Bid Advertisement. Bidders shall use the bid form included with the specifications. Bid forms must bear the signature of the bidder to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), bidders shall complete the attached Campaign Contribution Disclosure form. Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for the City of Hobbs to reject bids.
- B. Bids must be submitted in a sealed envelope with the outside marked: INVITATION NO. 1577-20, FURNISH LABOR AND PARTS FOR PUMP REPAIR.
- C. All bids shall be net. Do not include any taxes from which municipalities are exempt. Tax exemption certificates will be furnished, if needed.
- D. Resident preference - pursuant to sections 13-1-1 & 13-4-2 NMSA 1978, bidders claiming 5% preference must be certified prior to bid opening. Bidder's preference will be taken into consideration, only if the preference number is stated on the bid form on page 8.
- E. It is the bidder's responsibility to deliver his bid to the proper place and at the time designated. The fact that a bid was dispatched will not be considered. The time of bid opening is determined by the clock in the City of Hobbs Finance Department.
- F. Brand name and numbers are for reference only, equivalents will be considered. If bidding "Equivalent," Bidders must be prepared to furnish "Complete Data" upon request, preferably with bid to avoid delay in award.
- G. Specifications
1. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition.
  2. Exceptions and/or alternatives to specifications and conditions of this bid shall be listed on a separate sheet of paper and attached to the bid. This sheet shall be labeled "Exceptions and/or Alternatives to Specifications and Conditions", and illustrative brochures and specifications shall be included. After examination and comparison of the specifications, the City of Hobbs reserves the right to reject any or all bids.

- B. **MANUALS:** The operator's manual, parts catalog, and technical manual shall be provided with each unit at the time of delivery. Manuals shall cover in detail, maintenance, operation, replacement parts and technical data to repair the equipment specified.
- C. The unit offered under this bid shall be new, standard production model of the latest design in current production.

IV. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in bids, and to reject any or all bids or portions thereof. They may award to the bidder whose bid is deemed to be in the best interest of the City of Hobbs.
- B. All bids shall remain open for sixty (60) days after the day of the bid opening.
- C. Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.
- D. To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.
- E. Bids may be withdrawn upon receipt of written request prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmitting must be prior to scheduled bid opening for consideration.
- F. After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the Finance Director.
- G. This bid will be awarded on hourly rate and percentage off parts price list. Prices must be firm for each annual contract period. Notice of proposed price changes, including new parts price list, must be submitted sixty days prior to renewal date for consideration. Approval is not automatic. Request must be submitted in writing to the City of Hobbs Finance Department.
- H. This bid will be awarded on a Total Bid basis.
- I. This indefinite quantity price agreement may be terminated by and at the will of either party for any reason upon sixty (60) days prior written notice delivered or mailed by certified mail, return receipt requested, to the other party. Additionally, City may give

3. If any bidder is of the opinion that the specifications as written preclude him from submitting a bid, it is requested that his opinion be made known to the City of Hobbs, in writing, AT LEAST FIVE (5) DAYS PRIOR to the bid opening date.
- H. **USER AGENCY CONTRACT** - Prospective bidders are encouraged to visit the work site to evaluate the scope of work and discuss the project with on-site staff. Contact the Utilities Department (575)397-9315 for an appointment.
  - I. **NON-COLLUSION**: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the City of Hobbs.
  - J. **NON-DISCRIMINATION**: Vendors doing business with the City of Hobbs must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336)
  - K. **DEFAULT**: The city reserves the right to cancel all or any part of this bid without cost to the City, if the Vendor fails to meet the provisions of this bid and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the vendor, such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required scheduled delivery. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights not being provided by law or under this order.
- II. **TERM OF PRICE AGREEMENT**
    - A. The City of Hobbs is asking for an "Indefinite Quantity Contract". The term of this agreement for issuance of purchase orders shall be for one (1) year from the date of written notification of award of bid, with option to extend the contract an additional three (3) years one year at a time if mutually agreeable with the City of Hobbs and the vendor, in accordance with the Attorney General ruling. The City of Hobbs reserves the right to purchase more or less than the estimated quantities at the proposed price.
- III. **SERVICES**
    - A. **WARRANTY**: The vendor agrees that the supplies or services furnished under this bid shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this bid. Vendor agrees to honor manufacturer's warranty.

notice at any time for cause, including, but not limited to, unsatisfactory performance of duties or for any other good cause shown.

IV. DELIVERY

- A. F.O.B. Destination - Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Any exception to F.O.B. Destination may cause a bid to be declared non-responsive.

F.O.B. - Job-Site HOBBS, NEW MEXICO 88240

V. PAYMENT

- A. The City of Hobbs requests one invoice following delivery of each order. Payment will be made within fifteen (15) days of acceptance of the equipment by the Utilities Department upon certification that all contract terms have been met. All invoices are required to be emailed to [accountspayable@hobbsnm.org](mailto:accountspayable@hobbsnm.org).

NOTE: After an examination of needed repairs to City pumps the City of Hobbs shall have the opportunity and option to select repair or purchase of a replacement pump, whichever is in the best interest of the City. The bidder will be allowed reasonable charges for examination of the pump at the same rate as outlined in the bid.

VI. INSURANCE

- A. The successful bidder shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: 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 limits for bodily injury and property damage.

Automobile Liability as follows: 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.

Workers' Compensation is required along with State statutory employer's liability limits regardless of number of employees.

## DETAILED SPECIFICATIONS

The City of Hobbs is asking for an HOURLY RATE BID on labor. Parts shall be catalog or price list good for the term of the contract. Catalog or price list must be furnished to the City for evaluation purposes.

- 1.0 GENERAL: The City of Hobbs is asking for quotes to repair and recondition an indefinite number of wells and any related pumps and pump motors within the City system.
- 2.0 LABOR: A. Cost per hour to remove, repair and install pumps and pump motors.  
B. Machine work, if required.  
C. Replacement of any of the following or others if necessary, subject to prior approval of the Utilities Department Head or his designee.

All parts must conform to current ASTM and AWWA standards.

1. Column Pipe.
  2. Head Shaft.
  3. Line Shaft Water Tube.
  4. Bearing Retainer.
  5. Rubber Line Shaft Bearings.
  6. Shaft Couplings.
  7. Airline.
  8. Bowls.
  9. Color Video recording of wells
  10. Sonic testing
  11. Pump curves must be submitted
  12. Any necessary parts or labor not listed above shall be included in this bid.
- 3.0 Experience: Bidder shall have a minimum of 10 years' experience in the repair and maintenance of municipal water wells and turbine pumps. Proof of experience may be requested.

## **EXCEPTIONS TO SPECIFICATIONS**

Exceptions and/or Alternatives to Specifications and Conditions

**INVITATION TO BID\PRICE AGREEMENT**

**FURNISH LABOR AND PARTS FOR PUMP REPAIR**

EACH BIDDER COMPLETE THE FOLLOWING STATEMENT:

Bid of WAB Pump Service LLC proposes to furnish the following.  
 Company Name

Recommended delivery time 5-7 days after notification of award

Vendor delivery time 5-7 days after notification of award

ITEM NO.	Est. Hours	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	60 hrs	REPAIR LABOR PER HOUR	\$ <u>125.00</u>	\$ <u>7,500.00</u>
2	20 hrs	LABOR TO REPAIR BOWL ASSEMBLY	\$ <u>60.00</u>	\$ <u>1,200.00</u>
3	20 hrs	MACHINE WORK PER HOUR	\$ <u>95.00</u>	\$ <u>1,900.00</u>
TOTAL BID			\$ <u>10,600.00</u>	

\*\*\*\*\* 3 TOTAL ITEM(S) \*\*\*\*\*

INDICATE DISCOUNT OFF OF PARTS PRICE LIST 10% of Catalog Price  
 Price List should be attached to the bid

INDICATE NUMBER OF YEARS EXPERIENCE

**INVITATION TO BID/PRICE AGREEMENT  
FURNISH LABOR AND PARTS FOR PUMP REPAIR**

**TO: The City of Hobbs, New Mexico**

Feb 27, 2020

Bid of WFB Pump Sales, LLC  
(Company Name)

- A) A Corporation under the laws of the State of \_\_\_\_\_; or  
B) A ~~partnership~~ <sup>limited</sup> consisting of David Munoz; or  
C) An individual trading as \_\_\_\_\_.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the instructions to Bidders, this bid form and the Detailed Specifications.

18R57  
Resident Preference  
Certification Number

Company Name WFB Pump Sales, LLC

BY: David Muñoz  
Type or Print Name

P.O. Box 698  
Address

575.396-2877  
Telephone Number

Lovington NM 88260  
City State Zip

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.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

Amendment No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date: \_\_\_\_\_

Amendment No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date: \_\_\_\_\_