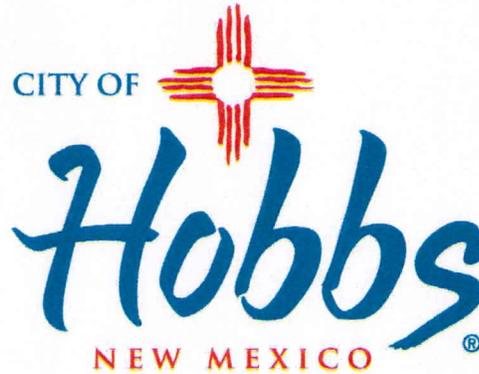


Commission Meeting Agenda



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

September 8, 2020



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Tuesday, September 8, 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. Calderon
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 17, 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 or via fax at (575) 397-9334 no later than 4:30 p.m. on September 8, 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. 6964 – Authorizing the Re-Appointment of Scotty Holloman and Brian Belyeu to the Labor Management Relations Board *(Mayor Sam Cobb)*
3. Resolution No. 6965 – Authorizing a Second Amendment to FY 18-19 Memorandum of Agreement with the New Mexico Department of Transportation for Parking Lot Paving at Hobbs Express *(Jan Fletcher, City Clerk)*
4. Resolution No. 6966 – Approving the Submission of the FY 21 New Mexico State Fire Marshal Fire Protection Grant *(Barry Young, Deputy Fire Chief)*

DISCUSSION

5. Covenant Hospital Corporation Update *(Richard Parks, CEO, Covenant Hospital Corporation)*
6. Hobbs Municipal Schools Career Technical Education (CTE) Facility Update *(Gene Strickland, Associate Superintendent, Hobbs Municipal Schools)*
7. Code Enforcement Department Update *(Raymond Bonilla, Community Services Director)*

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

8. Resolution No. 6967 – Adopting Budgetary Adjustment #1 for FY 2020-2021 *(Toby Spears, Finance Director)*
9. Resolution No. 6968 – Approving the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP) *(Todd Randall, City Engineer and Kevin Robinson, Development Director)*
10. **PUBLICATION**: Proposed Ordinance Consenting to the North Grimes Tract 2-A Annexation Located Northeast of the Intersection of Millen and North Grimes *(Kevin Robinson, Development Director)*

11. Resolution No. 6969 – Authorizing the City Manager to Approve a Real Estate Purchase Agreement Between Smith Chiropractic and the City of Hobbs to Purchase Property Located at 303 East Taylor, Lots 10, 11 and 12 of Block 24, Original Hobbs Addition, for the Purchase Price of \$160,000.00 (*Todd Randall, City Engineer*)
12. Consideration of Approval of the Wastewater Reclamation Facility (WWRF) Asphalt Paving and Chip Seal Project Utilizing the City of Hobbs Annual Paving and Concrete Bid with Ramirez and Sons Construction in the Amount of \$177,356.40 (*Tim Woomer, Utilities Director*)
13. Resolution No. 6970 - Authorizing the Mayor to Execute a Grant Agreement with the State of New Mexico, Department of Finance and Administration, for 2020 Legislative Capital Appropriation Project Number 20-E2593 in the Amount of \$1,500,000.00 for the Purchase and Equipping of a Fire Truck with an Aerial Platform for the City of Hobbs Fire Department (*Barry Young, Deputy Fire Chief*)
14. Consideration of Approval of Bid No. 1581-20 for RV Space Electrical Renovation at Harry McAdams Park RV Campground and Recommendation to Accept the Bid of Ingram Professional Services in the Amount of \$56,732.68 Plus NMGRT (*Bryan Wagner, Parks and Open Space Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Date:

- City Commission Regular Meeting
Monday, September 21, 2020, at 6:00 p.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9208 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: September 8, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 27, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of August 17, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

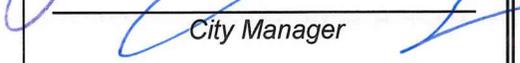
Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



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, August 17, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Absent: Commissioner Dwayne Penick

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

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
John Ortolano, Police Chief
Tim Woomer, Utilities Director
Todd Randall, City Engineer
Kevin Robinson, Development Director
Barry Young, Deputy Fire Chief
Jan Fletcher, City Clerk

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

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

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

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, August 3, 2020, be approved as written. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Recognition of City Employees - Milestone Service Awards for the Month of August, 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 August, 2020, which total 85 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 – Lee Jackson, Water Distribution
- 15 years – Jacob Campos, Engineering Department
- 15 years – April Avila, Clerk's Office
- 20 years – Robert Swain, Teen Center
- 30 years – Sharon Wise, Hobbs Public Library

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. As the Acting City Manager for almost three years now, he stated recognizing employees, which is the most important resource and asset within the organization, has been the most gratifying experience of all to him. Acting City Manager/Fire Chief Gomez also expressed thanks and appreciation to the employees and their families.

Public Comments

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on August 17, 2020. There were no public comments submitted.

Consent Agenda

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

Resolution No. 6961 – Authorizing Removal of Outstanding Returned Checks Prior to June 30, 2016, Determined to be Uncollectible in the Amount of \$2,564.43

Consideration of Approval of a Memorandum of Understanding Between the City of Hobbs and Lea County, New Mexico, to Share Grant Funding Available from the 2020 Edward Byrne Memorial Justice Assistance Grant Program

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

Discussion

Discussion and Prioritization of the Top 10 Projects for the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP).

Mr. Todd Randall, City Engineer, explained the Top 10 Projects for the FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP). Mr. Randall stated the City of Hobbs Planning Board selected their Top 10 ICIP projects at a recent public meeting. He publicly thanked each member of the Planning Board for their relentless work during this health pandemic: Mr. Tres Hicks, Mr. Bill Ramirez, Mr. Larry Sanderson, Mr. Philip Ingram, Mr. Guy Kesner, Mr. Brett Drennan and Mr. Bill Donahue.

Mr. Randall stated the City Commission is requested to discuss and individually rank the Planning Board's selection to establish the Top 5 Projects for inclusion within the ICIP plan. Following tonight's presentation, Mr. Randall stated each Commissioner is being asked to assign a ranking to each project as recommended by the Planning Board by numbers one through ten with one being the most important project for the community. Mr. Randall stated a formal resolution will be adopted by the Commission at the next regular meeting on September 8, 2020, and submitted to the New Mexico Department of Finance and Administration. He reminded the Commission of last year's Top 5 Projects as follows:

1. Joe Harvey Boulevard Improvements
2. Community Housing Projects
3. Aerial Class A Pumper
4. West Bender Widening & Drainage
5. Street Resurfacing

Mr. Randall presented the list of the Planning Board's current Top 10 recommendations and, through a PowerPoint presentation, reviewed a detailed summary of each project listed below:

1. Joe Harvey Boulevard Improvements
2. Community Housing Projects
3. West Bender Widening & Drainage
4. Street Resurfacing
5. West Hobbs Industrial Park
6. West College Lane Realignment
7. Arterial Utility Extensions
8. Drainage Master Plan
9. Sewer Main Replacement
10. Update Comprehensive Plan

Mayor Cobb thanked Mr. Randall for the presentation. He also applauded the efforts of the Planning Board in ranking the projects. Mayor Cobb stated the Commission can change the order of the projects and/or move other projects onto the list.

In response to Commissioner Gerth's question, Mr. Randall stated most of the roadways have been re-surfaced using hot asphalt recycling. Some may have done with slurry seal but for the past six years, the City has mainly used hot asphalt recycling.

In further reply to Commissioner Gerth's inquiry, Mr. Randall stated the City could look at the right-of-way feasibility to widen College Lane and work with adjacent developers to address the concern of pick-up and drop-off of school children at College Lane Elementary School.

In answer to Commissioner Field's question, Mr. Randall stated the re-surfacing projects are only for the roadway by the General Services Department and larger projects such as widening would require Engineering plans and development.

Commissioner Mills inquired if the traffic flow issue on Joe Harvey presented previously is included in the median and basin renovations. Mr. Randall displayed a PowerPoint presentation of conceptual Joe Harvey Traffic Flow Improvements which illustrated turning traffic movements at a median crossing.

Action Items

Resolution No. 6962 – Authorizing Submission of a Grant Application to Provide Funding for Public Transportation for FY 21-22 Under Section 5311 of the Federal Transit Act

Ms. Jan Fletcher, City Clerk, explained the resolution and stated this grant application is for the Federal Grant Year October, 2021, through September, 2022. A total of \$1,307,313.16 is being requested in this application which includes operational costs,

administrative costs, and capital request for the purchase for two buses and replacement of the garage bay doors. Of this total grant request, the federal share is projected to be \$779,682.23 and the local match is projected to be \$527,620.93. Ms. Fletcher stated the grant application requires a resolution of support from the municipality served by the project. The resolution presented for approval tonight commits the City to providing local matching funds in the proposed amount of \$527,620.93. Ms. Fletcher stated it is possible that CARES funding could reduce the City's local match as it has done for FY 19-20 and FY 20-21 year, if such funding is still available.

In response to Commissioner Newman's question, Ms. Fletcher stated that ridership for the month of June, 2020, was 1,300 riders and it increased to 1,500 riders in July, 2020. While that is substantially lower than the usual 5,000 riders per month, transportation services are still being provided to those who need it with an expectation that ridership will increase in the coming months.

There being no further comment or discussion, Commissioner Newman moved that Resolution No. 6962 be adopted as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase Electromagnetic Flowmeter Replacement at Potable Production Wells in the Amount of \$112,459.17 from Vector Controls, LLC

Mr. Tim Woomeer, Utilities Director, stated the City desires to purchase new electromagnetic flow meters for 25 well sites. He stated of the City's 29 potable water production wells, four sites have already been outfitted with new meters. Mr. Woomeer stated the existing meters no longer meet the accepted standards of measurement and need replacement. The City desires to purchase 25 meters from Vector Controls, LLC, who is the sole source vendor and supplier of the Endress-Hauser Electromagnetic Flowmeters, in the amount of \$112,459.17 and the Utilities Department will install the meters in house.

There being no discussion, Commissioner Gerth moved to approve purchase of replacement electromagnetic flowmeters from Vector Controls, LLC, in the amount of \$112,459.17. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Resolution No. 6963 – Authorizing the Mayor to Execute a Grant Agreement with the State of New Mexico, Department of Finance and Administration, for 2020 Legislative Capital Appropriation Project Number 20-E3396 in the Amount of \$400,000.00 to Purchase and Equip Ambulances for the City of Hobbs Fire Department

Mr. Barry Young, Deputy Fire Chief, explained the agreement and stated a 2020 Legislative Capital Appropriation Project in the amount of \$400,000 has been awarded to the City of Hobbs Fire Department to purchase and equip ambulances, including advanced life support capabilities. He stated the project will address the need to replace current ambulances which are reaching the end of their operational capacity.

There being no discussion, Commissioner Calderón moved that Resolution No. 6963 be adopted as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Acting City Manager/Fire Chief Gomez announced there are 19 viewers on Livestream viewing the meeting tonight.

Acting City Manager/Fire Chief Gomez stated the City and Lea County will be partnering together to host an online concert series beginning August 19, 2020, to help promote and educate participation in the 2020 Census. He emphasized the importance of the census and stated there will be drawings for door prizes from local businesses during the online concerts which will feature local area performers.

Acting City Manager/Fire Chief Gomez stated Rockwind Community Links was recognized by Golfweek's Best Magazine as the #2 course in the State of New Mexico. He thanked the Golf Pro, staff and employees for making Rockwind Community Links such a success.

Commissioner Mills stated it is interesting to note that Southeast New Mexico contributes 40% of the revenue to the State of New Mexico and Hobbs has received 3/10th of 1% of capital outlay funding. He stated it is embarrassing that the City contributes so much to the State and receives so little in return.

Mayor Cobb encouraged everyone to participate in the census.

Mayor Cobb stated the Health Department has noted an increase in COVID cases in Lea County. He also encouraged everyone to wear a mask as they go about their daily activities.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 9-8-20

SUBJECT: A Resolution Authorizing the Mayor to Make Appointments to the Labor Management Relations Board

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 8-27-20
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to re-appoint Scotty Holloman and Brian Belyeu to the Labor Management Relations Board. Each term expires September 1, 2021.

Fiscal Impact:

There is no fiscal impact to 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. 6964

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
THE LABOR MANAGEMENT RELATIONS BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make the following appointments to the Labor Management Relations Board, each to serve a one year term commencing September 1, 2020:

Re-appoint - Scotty Holloman as the Management representative

Re-appoint - Brian Belyeu as the Labor representative

PASSED, ADOPTED AND APPROVED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: Authorizing a Second Amendment to FY 18-19 Memorandum of Agreement with the New Mexico Department of Transportation (NMDOT) Related to Hobbs Express

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 1, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The NMDOT and the City of Hobbs entered into Memorandum of Agreement No. M01596 on October 1, 2018, for operation of public transportation services. The City was awarded capital funding under the Agreement for parking lot paving and installation of gates on the North side of the Hobbs Express property at 424 W. Broadway. The contract term was first amended last year and currently expires on September 30, 2020. Additional time is needed to design and complete the project and the Second Amendment to the MOA will extend the term of the Agreement to September 30, 2021.

Fiscal Impact:

Reviewed By: Finance Department

Funds for the project are budgeted in Fund 27, Line Item No. 274027-43008. A total amount of \$62,111.07 remains in capital grant funding for this expenditure.

Attachments:

Resolution

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Approval of resolution

Approved For Submittal By:

Signature of Department Director

Department Director

Signature of City Manager

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. 6965

A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO
FY 18-19 MEMORANDUM OF AGREEMENT WITH THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)
RELATED TO PUBLIC TRANSPORTATION SERVICES

WHEREAS, the NMDOT and the City of Hobbs entered into a Memorandum of Agreement designated as Contract No. M01596 on October 1, 2018, under 49 U.S.C. Section 5311, for operation of public transportation services; and

WHEREAS, the City was awarded capital funding under the Agreement for parking lot improvements and additional time is needed during FY 2021 to complete the project; and

WHEREAS, the original Agreement provides that it may be amended by written consent of both parties and it has become necessary to extend the term of the Agreement to September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, a Second Amendment to Memorandum of Agreement with the NMDOT to extend the term of the original agreement to September 30, 2021. A copy of the Memorandum of Agreement and First Amendment is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

FISCAL YEAR 2019 (FY 19)
SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
AND
CITY OF HOBBS

This Second Amendment is to the Memorandum of Agreement (Agreement) between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION** (Department) and **CITY OF HOBBS** (Subrecipient). This second amendment is effective as of the date of the last party to sign it on the signature page below.

Recitals

Whereas, the Department and the Subrecipient entered into a Memorandum of Agreement designated as Contract No. **M01596**, on **October 1, 2018**;

Whereas, Section 48 allows the parties to alter the Agreement by written consent of both parties hereto;

Whereas, due to COVID-19, the Subrecipient has not begun work on the Parking Lot Paving and Gates;

Whereas, the completion date for the renovation has been delayed until Fiscal Year 2021;

Whereas, the current agreement is set to expire September 30, 2020;

Whereas, it is necessary to extend the term of the Agreement to September 30, 2021; and

Whereas, 49 U.S.C. 5311 Program funds are available to assist the Subrecipient with the above costs with no increase to the dollar amount.

Now, therefore, the parties agree as follows:

1. Replace Section 2. Cost of Program in the original Agreement with the following:

Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile from October 1, 2018 to September 30, 2021 in an amount described below:

Subaward FY 19

City of Hobbs	Total	Federal	Local
Administration (80/20)	\$ 83,701.33	\$ 66,961.06	\$ 16,740.27
Operating (50/50)	\$ 709,242.59	\$ 354,621.30	\$ 354,621.30
Capital to Subgrantee (80/20)	\$ 179,500.00	\$ 143,600.00	\$ 35,900.00
Total Administration, Operating and Capital	\$ 972,443.92	\$ 565,182.36	\$ 407,261.56

Vehicle purchases must be under contract with a vendor by March 31, 2019, with a copy of the contract and signed buyer's order provided to the Department. Vehicle purchase funds that are not obligated by contract by March 31, 2019, may revert to the Department. Any remaining Capital federal funds, pertaining to the facility renovation, that are not expended by September 30, 2021 will revert to the Department.

This program is funded with grants provided by the FTA Section 5311 Rural Transit Funds, Catalog of Federal Domestic Assistance under number 20.509 and FTA Section 5339(a) Buses and Bus Facilities Formula, Catalog of Federal Domestic Assistance number 20.526 (See Attachment A). The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

2. Replace Section 6. Term, in the original Agreement with the following:

Term.

This Agreement is effective on October 1, 2018. All Capital costs incurred, pertaining to the Parking Lot Paving and Gates, under this agreement from October 1, 2018 to September 30, 2021 may be reimbursed. This Agreement shall expire September 30, 2021 or when Federal funding is expended, whichever occurs first.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Second Amendment on the date stated below that party's signature.

**New Mexico Department of
Transportation**

City of Hobbs


Justin Reese (Aug 26, 2020 16:50 MDT)

Michael Sandoval, NMDOT Cabinet Secretary
or Designate

Signature

Name/Title (please print)

Aug 26, 2020

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.



NMDOT Assistant General Counsel

Aug 26, 2020

Date

Second Amendment FY19 MOA Hobbs Capital Project

Final Audit Report

2020-08-26

Created:	2020-08-26
By:	Deborah Bach (deborah.bach@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA537Ay_ShUkJ1nkKIIKDnqED5p_45EgWE

"Second Amendment FY19 MOA Hobbs Capital Project" History

-  Document created by Deborah Bach (deborah.bach@state.nm.us)
2020-08-26 - 10:09:35 PM GMT- IP address: 73.98.2.198
-  Document emailed to John Newell (johnp.newell@state.nm.us) for signature
2020-08-26 - 10:10:39 PM GMT
-  Email viewed by John Newell (johnp.newell@state.nm.us)
2020-08-26 - 10:45:11 PM GMT- IP address: 45.41.142.190
-  Document e-signed by John Newell (johnp.newell@state.nm.us)
Signature Date: 2020-08-26 - 10:45:31 PM GMT - Time Source: server- IP address: 174.28.85.12
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature
2020-08-26 - 10:45:32 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)
2020-08-26 - 10:50:36 PM GMT- IP address: 45.41.142.77
-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)
Signature Date: 2020-08-26 - 10:50:53 PM GMT - Time Source: server- IP address: 75.161.201.229
-  Signed document emailed to Deborah Bach (deborah.bach@state.nm.us), John Newell (johnp.newell@state.nm.us) and Justin Reese (Justin.Reese@state.nm.us)
2020-08-26 - 10:50:53 PM GMT



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: FY2021 NM State Fire Marshal Fire Protection Grant
DEPT. OF ORIGIN: Fire
DATE SUBMITTED: August 26, 2020
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY21 NM State Fire Marshal Fire Protection Grant. The grant will award a single applicant a maximum of \$100,000 with a minimum matching funds commitment from the department of 10%.

The Hobbs Fire Department wishes to utilize this grant for the purchase of portable radios, specifically, thirty-four (34) Kenwood VP6430 portable radios.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total amount of the grant is \$97,414.00, of which the city would be responsible for 10% or \$9,714.40. The remaining \$87,672.60 would be covered by funding from this grant if it is awarded by the Fire Protection Grant Council.

Attachments:

- 1. Resolution
2. Grant Application

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval to submit the FY2021 NM State Fire Marshal Fire Protection Grant for the purchase of portable radios.

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. 6966

A RESOLUTION APPROVING
THE SUBMISSION OF FY21
NEW MEXICO STATE FIRE MARSHAL FIRE PROTECTION GRANT

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY21 State Fire Marshal Fire Protection Grant; and

WHEREAS, the grant will provide financial assistance with the purchase of portable radios, specifically, thirty-four (34) Kenwood VP6430 portable radios; and

WHEREAS, the total amount of the grant is \$97,414.00, of which the City would be responsible for 10% or \$9,741.40; and

WHEREAS, the grant request would cover the outstanding cost of \$87,672.60;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs this Resolution approving the submission of a Grant Application with the New Mexico State Fire Marshal Fire Protection Grant for the purchase of portable radios.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPLICATION FOR FY21 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2019 to September 15, 2020

The New Mexico Fire Protection Grant Council has made the following changes to the FY21 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. Any fire department that is awarded a grant and consequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Minimum matching funds

- Grant requests of \$10,000 or less require no matching commitment;
- Grant requests of \$10,001 to \$50,000 require a 5% commitment;
- Grant requests of \$50,001 to \$100,000 require a 10% commitment;
- Grant requests of \$100,001 to \$200,000 require a 20% commitment.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all signatures will not be considered.

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants **shall be** in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) as per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.
- **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
2. All the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

ACKNOWLEDGEMENT/SIGNATURES		
Name of Department/District: Hobbs	County: Lea	
Name of Fire Chief (please print) Manny Gomez	Signature of Fire Chief	Date
Name/Title of County/Municipal Fiscal Agent (please print)	Signature of Fiscal Agent	Date
Mailed, Emailed, or Faxed applications will not be accepted.		

This application may be downloaded from the following website: <http://www.nmprc.state.nm.us/sfm.htm>

Please answer all questions in this application.
Incomplete applications will not be considered.

GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	25013
Fire Department Name	Hobbs
Fire Chief Name	Manuel Gomez
Insurance Services Office (ISO) Rating	2
County	Lea
	City/Municipality
What kind of organization is your fire department?	Career
How many stations are in your organization?	
Main	4
Substations	0
Admin	1
Type of community your organization serves Based on population density	Urban
Mailing Address	
Address	301 East White St.
City	Hobbs
State	NM
Zip Code	88240
Phone number	(575) 397-9308
Email address	mgomez@hobbsnm.org
Name of Person Completing this application?	Barry Young
Are you a fire department member?	Yes
How many firefighters?	69
How many are FF-I Certified?	65
How many are FF-II Certified?	65

BUDGET INFORMATION	
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$10,948,877.39
What is the current Protection Fire Fund distribution?	\$585,525.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$381,780.75
What was the purpose of the approval carryover?	Purchase Of A Class A Pumper
What percentage of your annual operating budget is derived from:	
Taxes?	94%
Grants?	1%
State Fire Marshal Funds?	5%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%

COMMUNICATION EQUIPMENT

Communications is part of the Project ?
Yes

Do you have any of the following?

Handheld radios	90
Base Stations	6
Mobile radios	31
Do you have any apparatus without a mobile radio?	No

Do you have interoperability with any of the following agencies?

Law Enforcement	Yes
Emergency Medical	Yes
Other Fire Departments	Yes
Other (that could not be classified as above)	Yes
Describe (if 'yes' on others)	Street Department, County Emergency Management, Air Medical, Utilities Department
Do you have any areas in your jurisdiction which are NOT covered by a repeater?	No
Describe (if yes for above)	

List communication equipment by type

Describe your communication equipment and capability (type, qty, range) (if more than zero)	How Many?
Kenwood TK-5430 700 & 800 trunking capability, all of Lea County within 100 miles North and South and 50 miles East and West. All handheld, portable radios are P25 compliant	90
MACOM base stations with Harris mobiles installed. 700 & 800 trunking capability, all of Lea County within 100 miles North and South and 50 miles East and West. All base station are P25 compliant.	6
Harris mobiles with 700 & 800 trunking capability, all of Lea County within 100 miles North and South and 50 miles East and West. All mobiles are P25 compliant.	31

HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

Hazard Type	Hazard Detail
Railroad	Railroad which runs through the city limits carrying chemical wastes, LPG, gasoline, crude oil, and PCBs.
High Hazard Occupancy	Oilfield chemical mixing facilities
Oilfield/Acid Plants	Numerous acid facilities storing and transporting acids for oilfield fracking jobs
Fuel Storage	Numerous bulk fuel storage plants within the response district
Radioactive	Urenco - Uranium enrichment facility located approximately 20 miles from our jurisdiction; our department is the primary hazardous materials response. There are also different sites within the our jurisdiction which contain stored radioactive materials for use in the oilfield.
Explosives	Explosives for use in the oilfield are stored at different facilities within the jurisdiction of the department.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?
No

EQUIPMENT NEEDS

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Communication	Portable Radios	34	\$97,414.00
				Total: \$97,414.00

What (specifically) will you purchase if awarded this grant?:
 34 Kenwood portable radios with lapel microphones and chargers to be issued to line personnel.

Will fulfilling this need impact your organization's ISO rating?:
 No

Please explain:
 The purchasing of portable radios does not have an impact, positive or negative, on the department's ISO rating. Per the ISO Fire Suppression Rating Schedule, no points are credited for portable radios being available to personnel within the department. Fulfilling this need will have a direct impact on our communication abilities during non-emergent and emergent responses.

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

The City of Hobbs Fire Department was not able to budget funds in this fiscal year for the purchase of new portable radios; this was in part due to the economic downturn experienced across the state and the nation. The department is seeking funding assistance through this grant process to enable the purchase of much needed updated portable radios. The department does not currently carry any debt and there are no applications currently in place for any types of loans. The department received approval for carryover funds in the amount of \$381,780.75; these funds are projected to be utilized towards the purchase of a Class A Pumper. There are no plans to utilize the carryover funds to assist with the proposed grant project, other than to pay the percentage the department would be responsible for with this particular grant. The department can request funds from the municipality's general fund to assist with completing the requested grant project; however, with current budget constraints, it would be difficult to obtain those funds from the municipality.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

The Hobbs Fire Department is requesting funding for the purchase of portable radios for the members of the department. The department understands through reviewing the eligibility requirements, this request falls under the critical needs category. The portable radios sought through this grant meet all federal requirements, including being P25 compliant. This particular project can only be completed with grant funding, as the cost for implementation exceeds any budget available through our department and municipality.

The department currently provides portable radios to all personnel; however, these radios are becoming aged, and as with any electronic device, upgrades must be made. Our current portable radios are approximately 6 years old, and we have experienced issues during training scenarios and also during emergent and non-emergent calls. There are many times where personnel are having to constantly repeat their radio traffic, and through our investigations, along with our IT department, we have narrowed it down to issues within the radio itself. The department responds to over 9,000 calls per year, which is Fire and EMS combined. Radios are a major source for communication at these calls, and it is important for us to ensure we have proper, working equipment, which includes this communication source.

The proposed equipment has a direct link into the operations and safety aspect of the fire department. This is our personnel's line of communication as they perform their duties to the public, whether it be at a fire scene, a rescue call, or an EMS call. Without radios, our personnel would not have a direct link to others on those scenes. As stated before, we currently are able to provide each member of the department with a portable radio; these radios were obtained through a grant written by the County Emergency Manager's Office approximately 6 years ago. Before obtaining those radios, we had major issues with interoperability with surrounding departments, including the volunteer agencies. We have seen a great improvement when it comes to interoperability, and by obtaining funding for newer radios, we feel this would enhance that specific ability. Being the largest municipal department in the county, we are relied on for mutual and automatic aid from other agencies; we also rely on those agencies, including numerous volunteer agencies, for mutual and automatic aid as well.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

If awarded, the funds would be utilized to purchase new Kenwood portable radios. These radios would be used on a daily basis, as radios are how we communicate more often than not. This includes during training opportunities, as well as emergent and non-emergent calls, both fire and EMS related. Radios are the life line for fire department personnel, and communication is a very important piece of what we do on a daily basis. As members are able to communicate with others, there is potential for an increase of the lives saved and the property preserved.

As the department considered the options for this grant process, communications always seemed to be at the forefront. The communication process is so important for operations in any department, and portable radios play a huge role in this. Interoperability is also an essential piece, as we operate along with other departments, both career and volunteer. The portable radios sought in this grant process will ensure this interoperability remains in place, and will also enhance this ability as well.

Consequences: Describe how the department will address the problem described above if this request is not funded.

The City of Hobbs Fire Department understands there is a possibility of not receiving funding from this particular grant. If the department is not awarded the grant portable radios, we will have to continue to seek out other funding opportunities to complete the project. While seeking out these opportunities, the department will continue to utilize the portable radios currently in place, and attempt to fix the issues related to their operation. The department could seek out funds from the municipality's general fund to begin purchasing portable radios; however, with the current economic climate it will be very difficult for the municipality to provide the amount of funding necessary for this project. This grant gives the department the ability to seek out a high priority project, while utilizing other funding sources for other projects. Whether the department is awarded the grant or not, we will continue to provide the best service possible to our community with the equipment we have available.

PROJECT BUDGET SHEET

Total: \$97,414.00

Total amount	\$97,414.00
Less matching amount	\$9,741.40
SubTotal	\$87,672.60
Grant amount requested	\$87,672.60
Department is responsible for funding needs exceeding \$200,000.00	\$0.00
Total amount the Department is responsible for	\$9,741.40

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the _____ department, certify that a minimum of 20% in matching funds are committed to the project for which this application is submitted.

Name of County/Minicipal Fiscal Agent (please print) Title

Signature of County/Minicipal Fiscal Agent Date

FY 21 Revision to the application rules for Pump Testing validation.

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the New Mexico Fire Protection Grant Council is requiring apparatus pump tests be conducted on each apparatus with rated fire pumps with the apparatus pump test form and affidavit completed or the actual pump test records submitted with the application. All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The **Pump Test Data Log** may be used in lieu of the actual pump records but the affidavit must be signed, notarized and accompany the application.

Affidavit of Completed Annual Pump Tests

I, the undersigned Fire Chief of the _____ Fire Department, hereby confirm that I have read the foregoing pump test requirements and the pump tests have been completed in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The information attested to, by the Fire Chief, is true and complete and assume the obligation for my qualifications to the New Mexico Fire Protection Grant Council.

Fire Chief Signature: _____

Fire Chief Printed Name: _____

Date: _____

NOTARY

(Signature and seal must be clear and legible)

County of _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 2020 by

having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

WITNESS my hand and official seal

Notary Signature

SEAL

My Commission Expires: _____

FY21 NM Fire Protection Grant Application PUMP TEST DATA LOG

	Apparatus ID	Vehicle Identification #	License Plate #	GPM	Test Date	Pass/Fail	COMMENTS
1	Engine 511	4S7AU2D91CC075238	G85283	1500	6/27/2020	Pass	
2	Engine 511	4S7AU2D91CC075238	G85283	1500	5/11/2019	Pass	
3	Engine 511	4S7AU2D91CC075238	G85283	1500	3/21/2018	Pass	
4	Engine 512	4S7CU2D93GC081458	03995G	1500	6/27/2020	Pass	
5	Engine 512	4S7CU2D93GC081458	03995G	1500	5/11/2019	Pass	
6	Engine 512	4S7CU2D93GC081458	03995G	1500	7/2/2018	Pass	New Pumper, First Service Test
7	Engine 513	4S7AU2D92HC081847	G99826	1500	6/27/2020	Pass	
8	Engine 513	4S7AU2D92HC081847	G99826	1500	5/11/2019	Pass	
9	Engine 513	4S7AU2D92HC081847	G99826	1500	3/21/2018	Pass	
10	Engine 514	4S7CU2D97DC076727	G89276	1500	6/27/2020	Pass	
11	Engine 514	4S7CU2D97DC076727	G89276	1500	5/11/2019	Pass	
12	Engine 514	4S7CU2D97DC076727	G89276	1500	3/21/2018	Pass	
13	Engine 515	4P1CE01A85A005106	G65710	1750	6/27/2020	Pass	
14	Engine 515	4P1CE01A85A005106	G65710	1750	5/11/2019	Pass	
15	Engine 515	4P1CE01A85A005106	G65710	1750	3/21/2018	Pass	
16	Ladder 3	1S95181357S936101	G76034	2000	6/27/2020	Pass	
17	Ladder 3	1S95181357S936101	G76034	2000	5/11/2019	Pass	
18	Ladder 3	1S95181357S936101	G76034	2000	3/21/2018	Pass	
19							
20							
21							
22							
23							
24							
25							
26							
27							

USE ADDITIONAL SHEETS AS NECESSARY

KENWOOD

VIKING®
P25 Mission Critical

VP6000

VHF · UHF · 700/800 MHz
P25 Phase 1 & 2 · Viking16

The KENWOOD Viking 6000 series portable is specifically designed for today's public safety agencies with advanced features and ergonomics to meet the first responder's mission critical operational needs.

Features

- Mixed protocol operation (P25 Phase 1 & 2 Trunking, P25 Conventional, Viking16, FM Analog)
- Mixed protocol zones (each channel in a zone can be from a different system)
- 1024 channels (2048 and 4096 options)
- Public safety ergonomics: flare grip for control, large glove friendly knobs, large emergency button
- 1 Watt audio output for high noise environments
- Voice annunciation & custom announcement creation
- Fully ruggedized - IP67/68 & MIL-STD-810 C/D/E/F/G
- Full key models (w/ numeric keypad)
- Built-in GPS receiver/antenna for enhanced awareness¹
- MDC-1200 & GE-Star signaling
- P25 Authentication
- Bluetooth®
- Man Down
- Instant Recording Replay (IRR)
- Voice Recording
- Encryption
 - ARC4™ software encryption; compatible w/Motorola ADP™
 - P25/TIA defined: AES-256
 - DES-OFB
 - Over-the-Air-Rekeying (OTAR)

¹Refer to the Viking VP6000 operating manual for detailed requirements & conditions for proper GPS operation.

Accessories

Complete line of accessories including microphones, speakers & antennas. Download the accessory catalog at www.efjohnson.com/products/accessories.



User Selectable Color Themes

- Multi-line text
- Top flip display changes text orientation for viewing while in holster
- Multiple visual indicators including battery health & signal strength
- Backlight changes for event identification
- Day & night user selectable display options (8 themes available)



Compatible with Multiple P25 Systems

- ATLAS® P25 Phase 1 and Phase 2 System
- Motorola Astro® 25 - P25 Phase 1 & Phase 2
- Harris VIDA® - P 25 Phase 1 & Phase 2
- Airbus (formerly Cassidian) VESTA™ Radia - P25 Phase 1 & Phase 2

We combine P25 design expertise with recognized quality & reliability along with advanced technology to make KENWOOD Viking radios simple to use & maintain.



Perpetual Software Licensing

Adds greater value to your radios by extending the life of the software into your next hardware platform — you own the software option forever, and your licenses are simple to manage with our cloud-based L3L — Vault™.



Armada® Fleet Management

Update radios in a group rather than one at a time. One template programs both portables & mobiles. Supports either direct computer connection or Over-the-Air Programming (OTAP). Flight battery management enables wireless tracking of cellular fleet.



TrueVoice™ Noise Cancellation

Software-based noise cancellation automatically filters out noise source frequencies and eliminates the need for extra configuration. Works in analog or digital mode and with any accessory.

VP6230/6330/6430 Portable Specifications

General		VP6230	VP6330	VP6430
Frequency Range		136-174 MHz (FCC ID K44431400)	Type 1: 450-520 MHz (FCC ID K44431500) Type 2: 380-470 MHz (FCC ID K44431501)	RX: 763-776, 851-870 MHz TX: 763-776, 793-806, 806-825, 851-870 MHz (FCC ID ALH442000)
Max. Channels Per Radio		1024 (2048 and 4096 options)		
Number of Zones		255		
Max. Channels Per Zone		255		
Channel Spacing	Analog	12.5/15/20/25*/30* kHz	12.5/25* kHz	12.5/25 kHz
	Digital	12.5 kHz	12.5 kHz	12.5 kHz
Power Supply		7.5 V DC \pm 20%		
Operating Temperature		-22 °F to +140 °F (-30 °C to +60 °C)		
Frequency Stability		\pm 1.5 ppm	\pm 1.5 ppm	\pm 1.5 ppm
Case		Polycarbonate - black or high visibility (additional fee)		
Dimensions W(Top/Bot- tom) x H x D Projections not included	KNB-L2 (2,600 mAh)	2.76/2.28 x 5.90 x 1.73 in. (70.0/58.0 x 149.8 x 44.0 mm)		
	KNB-L3 (3,400 mAh)	2.76/2.28 x 5.90 x 1.94 in. (70.0/58.0 x 149.8 x 49.4 mm)		
Weight with Battery	KNB-L2 (2,600 mAh)	171 oz (484.5 g)		
	KNB-L3 (3,400 mAh)	18.6 oz (527.5 g)		
Receiver		VP6230	VP6330	VP6430
Sensitivity	P25 Digital (5% BER)	-119 dBm		
	Analog (12 dB SINAD)	-119 dBm		
Selectivity	P25 Digital	60 dB		
	Analog @ 12.5 kHz	65 dB		
	Analog @ 25 kHz	73 dB		
Intermodulation		73 dB		75 dB
Spurious Rejection		80 dB	75 dB	
Audio Distortion		2.5%		
Audio Output Power		500 mW/8 Ω (3% Distortion)/1,000 mW/8 Ω (5% Distortion)		
Transmitter		VP6230	VP6330	VP6430
RF Output Power		1W/6W	1W/5W	1W/3W
Spurious Emission		70 dB		
FM Hum & Noise	Analog @ 12.5 kHz	40 dB		
	Analog @ 25 kHz	45 dB		
Audio Distortion		2%		
Emission Designator		16K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W		16K0F3E, 14K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W

MIL Standard	810G
Low Pressure	500.5/ I, II
High Temperature	501.5/ I, II
Low Temperature	502.5/ I, II
Temp Shock	503.5/ I
Solar Radiation	505.5/ I
Rain	506.5/ I, II
Humidity	507.5/ II
Salt Fog	509.5
Dust	510.5/ I
Vibration	514.6/ I
Immersion	512.5/ I
Shock	516.6/ I, IV

Encryption Options		
Supported Encryption	AES, DES-OFB, ARC4	
Encryption Key/ Radio	126 Common Key Reference (CKR), 126 Physical Identifier (PID), Compatible w/ Motorola Key Variable Loader	
Encryption Frame Re-sync Interval	P25 CAI 360 MSEC	
Encryption Keying	External Key Loader, OTAR	
Mode	OFB-Output Feedback	
Encryption Type	Digital	
Key Erasure	Keyboard Command	
Standards	FIPS 46-3, FIPS 81, FIPS 140-2, FIPS 197	

Hazardous Location Standard	
Certification Lab	CSA Group
Standard Applied	ANSI/TIA-4950-A-2014, UL-913 5th Edition & ANSI/ISA-12.12.01-2011
Classification Rating	Intrinsically Safe: Classes I, II, III, Division 1, Groups D, E, F, G Non-incendive: Class I, Division 2, Groups A, B, C, D
Accessories	
Approved Battery	KNB-LS7
Approved Speaker	KMC-54WDM
Microphones	
International Protection Standard	
Dust & Water	IP54, IP55
Immersion	IP67**, IP68***

* 25 and 30 kHz are not included in the models sold in the USA or US territories.

** IP67/IP68 - Must have the Speaker Mic UDC connector or UDC protector connected.

*** IP68 = 1m/2H

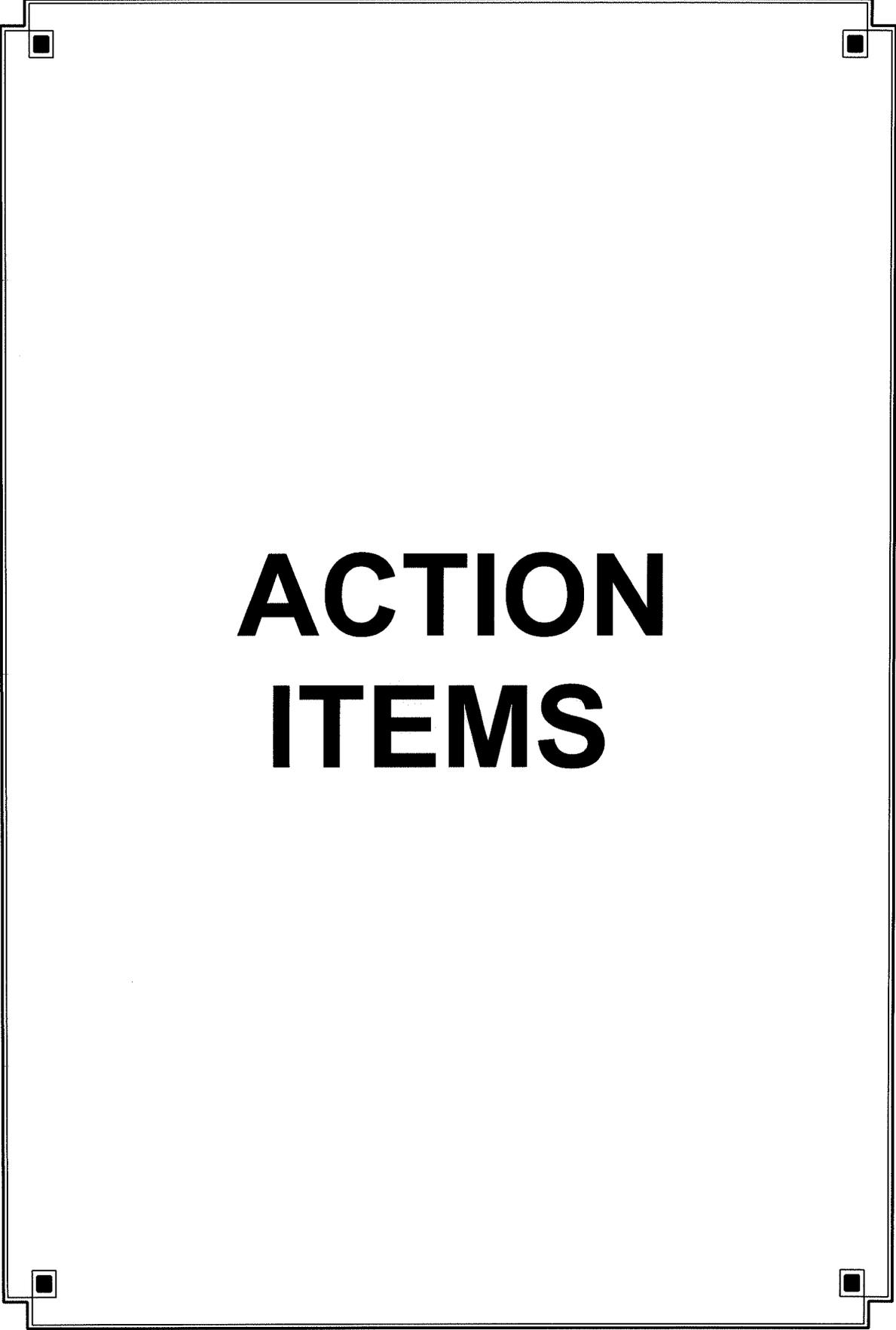
Specifications shown are typical and subject to change without notice Please check the website for the latest version.
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1440 Corporate Drive, Irving, TX 75038-2407

Phone: 800.325.3911 • efjohnson.com



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: Resolution Adopting Budgetary Adjustment #1 for the Fiscal Year 2020-2021
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: September 2, 2020
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

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

Enclosed is a budgetary adjustment #1 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

Total revenue is increased by \$1,587,094.00 and total expense increased by \$758,969.00 providing a budgeted ending cash balance of \$87,337,853.62 for all funds. General fund reserve remains at 47%.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2020-2021

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By: _____

[Signature]
Department Director

[Signature]
City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____

Denied

CITY OF HOBBS

RESOLUTION NO. 6967

BUDGETARY ADJUSTMENT #1

FISCAL YEAR 2020-2021

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

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

WHEREAS, included in this budgetary adjustment are increases to revenue in the amount of \$1,587,094 and increases to expenditure in the amount of \$758,969.

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

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

PASSED, ADOPTED AND APPROVED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Budget Adjustment Request #1
FY21 Fund Summary**

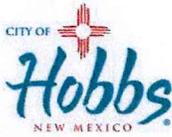
		Beginning Cash from 06/30/20	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001	GENERAL	91,426,513.57	52,853,736.99	(7,904,073.00)	92,606,452.26	43,769,725.30
002	LAND ACQUISITION	349,146.16	100,000.00	-	200,000.00	249,146.16
General Fund Subtotal		91,775,659.73	52,953,736.99	(7,904,073.00)	92,806,452.26	44,018,871.46
110	LOCAL GOV CORR	856,783.06	210,600.00	-	156,049.09	911,333.97
120	POLICE PROTECTION	63,885.81	80,400.00	-	144,285.81	-
130	P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75
150	COPS GRANT	1,000.00	539,558.92	-	422,358.31	118,200.61
160	RECREATION (CORE)	585,453.07	1,974,494.00	3,184,661.86	5,131,865.74	612,743.19
170	OLDER AMERICAN	1,000.00	140,146.00	955,003.77	1,094,249.77	1,900.00
180	GOLF	1,000.00	548,120.00	3,183,270.18	3,731,390.18	1,000.00
190	CEMETERY	14,477.08	164,600.00	535,444.69	713,521.77	1,000.00
200	AIRPORT	273,054.13	37,800.00	-	57,500.00	253,354.13
210	Legislative Appropriations	-	2,300,000.00	-	2,300,000.00	-
230	LODGERS' TAX	1,826,158.69	627,100.00	(954,307.50)	883,330.00	615,621.19
270	PUBLIC TRANSPORTATION	32,975.73	1,480,066.38	-	1,141,067.02	371,975.09
280	FIRE PROTECTION	604,904.69	505,200.00	-	709,277.90	400,826.79
290	EMER MEDICAL SERV	202.82	20,000.00	-	20,000.00	202.82
Special Revenue Subtotals		4,262,813.83	8,628,085.30	6,904,073.00	16,504,895.59	3,290,076.54
370	COMM DEVE CONST	186,193.20	-	-	150,000.00	36,193.20
460	BEAUTIFICATION IMPROVEM	1,538,849.89	-	-	-	1,538,849.89
480	STREET IMPROVEMENTS	3,414,077.71	1,109,333.33	-	2,424,219.65	2,099,191.39
490	CITY COMM. IMPROVEMENT	5,622,342.68	2,531,551.00	(5,541,819.74)	67,000.00	2,545,073.94
Capital Project Subtotals		10,761,463.48	3,640,884.33	(5,541,819.74)	2,641,219.65	6,219,308.42
510	UTILITY BOND	-	-	307,004.92	307,004.92	-
530	WASTEWATER BOND	1,989,842.96	-	2,442,796.68	2,442,796.68	1,989,842.96
Debt Service Subtotals		1,989,842.96	-	2,749,801.60	2,749,801.60	1,989,842.96
100	SOLID WASTE	2,484,591.03	6,950,000.04	-	6,950,000.04	2,484,591.03
440	JOINT UTILITY EXTENSIONS C	1,000.00	680,677.98	5,541,819.74	6,222,497.72	1,000.00
600	JOINT UTILITY	1,000.00	-	6,609,874.23	6,609,874.23	1,000.00
610	JOINT UTILITY CONST	1,000.00	-	2,769,526.01	2,769,526.01	1,000.00
620	WASTE WATER PLANT CONS	7,957,145.56	145,380.16	547,330.18	8,648,855.90	1,000.00
630	JOINT UTILTIY - WASTEWATE	1,000.00	-	4,414,165.22	4,414,165.22	1,000.00
650	JOINT UTILTIY INCOME - WA	5,840,103.73	8,595,743.00	(7,404,292.08)	34,000.00	6,997,554.65
660	JOINT UTILITY INCOME	4,898,581.14	8,265,200.00	(9,686,405.16)	-	3,477,375.98
680	METER DEPOSIT RES	1,118,043.91	450,000.00	-	450,000.00	1,118,043.91
690	INTERNAL SUPPLY	43,966.87	225,000.00	-	225,000.00	43,966.87
Utility Subtotals		22,346,432.24	25,312,001.18	2,792,018.14	36,323,919.12	14,126,532.44
640	MEDICAL INSURANCE	3,793,491.45	7,584,055.00	-	7,639,055.00	3,738,491.45
670	WORKERS COMP TRUST	1,142,028.21	711,630.00	-	711,630.00	1,142,028.21
740	INSURANCE - RISK	1,876,630.31	2,060,788.87	1,000,000.00	1,585,788.87	3,351,630.31
Internal Service Subtotal		6,812,149.97	10,356,473.87	1,000,000.00	9,936,473.87	8,232,149.97
700	MOTOR VEHICLE	17,511.25	6,000,000.00	-	6,000,000.00	17,511.25
710	MUNI JUDGE BOND FUND	105,852.84	-	-	-	105,852.84
720	RETIREE HEALTH INSURANCE	9,000,000.00	1,032,356.00	-	1,032,356.00	9,000,000.00
730	CRIME LAB FUND	73,717.55	88,500.00	-	88,500.00	73,717.55
750	FORECLOSURE TRUST FUND	71.88	-	-	-	71.88
760	RECREATION TRUST	-	-	-	-	-
770	LIBRARY TRUST	6,019.48	1,500.00	-	1,500.00	6,019.48
780	SENIOR CITIZEN TRUST	3,319.94	3,000.00	-	3,000.00	3,319.94
790	PRAIRIE HAVEN MEM	5,826.98	55.00	-	-	5,881.98
800	COMMUNITY PARK TRUST	1,558.61	18.00	-	-	1,576.61
820	EVIDENCE TRUST FUND	220,886.46	5,000.00	-	-	225,886.46
830	HOBBS BEAUTIFUL	19,971.41	5,000.00	-	6,250.00	18,721.41
860	CITY AGENCY TRUST	2,512.43	1,000.00	-	1,000.00	2,512.43
Trust & Agency Subtotals		9,457,248.83	7,136,429.00	-	7,132,606.00	9,461,071.83
Grant Total All Funds		147,405,611.04	108,027,610.67	-	168,095,368.09	87,337,853.62
			1,587,094.00		758,969.00	

47%

BAR #1 Detail

Expense								
ORG	OBJ	PROJECT	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
010100	44901	00307	CITY COMMISSION	CARES ACT SMALL BUSINESS GRANT	-	658,969.00	658,969.00	Expense budget for Cares Act Small Business Grant Pass Thru
024002	42324		LAND ACQUISITION	MISC AND EMERGENCY	100,000.00	<u>100,000.00</u>	200,000.00	Increase expense budget in land acquisition fund for potential purchase - Fund has sufficient cash balance for increase
						<u>758,969.00</u>		

Revenue								
ORG	OBJ	PROJECT	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
019999	30702	00307	General Fund Revenue	CARES ACT SMALL BUSINESS GRANT	-	(658,969.00)	(658,969.00)	Revenue budget for Cares Act Small Business Grant Pass Thru
019999	30702	00308	General Fund Revenue	CARES ACT COVID EMERGENCY FUNDING	-	<u>(928,125.00)</u>	(928,125.00)	Revenue budget for Cares Act COVID Emergency Funding Award
						<u>(1,587,094.00)</u>		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: A RESOLUTION APPROVING THE FY 2022-2026 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

DEPT. OF ORIGIN: Engineering / Planning

DATE SUBMITTED: August 31, 2020

SUBMITTED BY: Todd Randall, City Engineering and Kevin Robinson, Development Director

Summary: The Fiscal Year 2022-2026 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved at the July 21, 2020 Special Meeting of the City of Hobbs Planning Board. After review the Board recommended approval by City Commission with unanimous approval.

The City Commission discussed the ICIP during the August 3, 2020 regular meeting and the August 17, 2020 regular meeting. **Last year (per Resolution # 6843), the Top 5 Projects were: #1 Joe Harvey Boulevard Improvements; #2 Community Housing Projects; #3 Aerial Class A Pumper; #4 West Bender Widening & Drainage; and #5 Street Resurfacing.** The top 5 ICIP priority projects for this year are to be determined during public discussion prior to adoption.

Fiscal Impact:

Reviewed By: _____

Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects.

Attachments: Resolution, Top 5 Selection, Draft ICIP Plan, Planning Board Minutes.

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Consider approval of the Resolution to adopt the ICIP Plan.

Approved For Submittal By:

Kevin Robinson
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6968

**A RESOLUTION APPROVING
THE FISCAL YEAR 2022-2026
INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).**

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on July 21, 2020, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**Fiscal Year 2022 – 2026
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Sam D. Cobb

CITY COMMISSION

Joseph D. Calderón, Mayor Pro Tem

Marshall Newman

Christopher Mills

Larron B. Fields

Roy Dwayne Penick

Don R. Gerth

CITY MANAGER

Manny Gomez



CITY OF HOBBS
2022 - 2026 ICIP Project List
City Commission Recommendations
Top 5 Priority List

- #1**
- #2**
- #3**
- #4**
- #5**

RANK	Year	Rank2	Project Title	Funded to date	Current Budget 2021	Proposed FY 2022
2022001	2022	001	Joe Harvey Blvd. Improvements	0	775,000	7,500,000
2022002	2022	002	Community Housing Projects	14,620,678	4,364,324	1,000,000
2022003	2022	003	West Bender Widening Project & Drainage	41,772	500,000	7,500,000
2022004	2022	004	Street Resurfacing	25,696,543	1,030,332	1,000,000
2022005	2022	005	West Hobbs Industrial Park	184,960	3,400,000	1,500,000
2022006	2022	006	West College Lane Realignment	0	550,000	1,500,000
2022007	2022	007	Arterial Utility Extensions	0	1,500,000	750,000
2022008	2022	008	Drainage Master Plan & Improvements	213,147	486,853	750,000
2022009	2022	009	Sewer Main Replacement	16,890,014	6,635,366	750,000
2022010	2022	010	Update Comprehensive Plan	0	0	150,000
2022011	2022	011	Citywide Fiber Network	0	1,200,000	1,000,000
2022012	2022	012	Veterans Memorial	59,421	653,079	500,000
2022013	2022	013	* Public Facility Security Improvements	51,000	538,000	1,000,000
2022014	2022	014	* Public Facility Roof Reconstruction	77,000	805,000	1,000,000
2022015	2022	015	* SR 18 - South Dal Paso Improvements	0	0	750,000
2022016	2022	016	* East Skelly and Midwest Improvements	0	0	750,000
2022017	2022	017	Apache Dr/Fowler St Utilities Extension	0		75,000
2022018	2022	018	RR Crossing Upgrades and New Crossings	0	295,047	150,000
2022019	2022	019	Joe Harvey & Central Traffic Signal		0	750,000
2022020	2022	020	Traffic Signal Upgrades on SR 18	1,533,613	355,106	800,000
2022021	2022	021	Water Main Replacement	2,523,372	965,538	1,000,000
2022022	2022	022	Parks and Rec. Master Plan Study	0	0	125,000
2022023	2022	023	Del Norte Park Expansion Area	0	0	450,000
2022024	2022	024	Street Sign Replacement	67,714	34,739	50,000
2022025	2022	025	CDBG Annual Project	901,820	150,000	1,000,000
2022026	2022	026	Projection of Central West	0	0	75,000
2022027	2022	027	SR18 Corridor - Safety / Congestion Improveme	0	0	0
2022028	2022	028	Manhole Repair Program	96,318	573,682	0
2022029	2022	029	MAP Roadway Rehabilitation Projects	0	0	0
2022030	2022	030	Arterial COOP Project	0	0	0
2022031	2022	031	Municipal Recreational Facilities	90,000,000	4,281,488	0

RANK	Year	Rank2	Project Title	Funded to date	Current Budget 2021	Proposed FY 2022
2022032	2022	032	Municipal Vehicles and Equipment	5,590,086	1,697,059	0
2022033	2022	033	Infrastructure Extensions	2,140,088	2,022,498	0
2022034	2022	034	Arterial Roadway Enhancement Projects	0	0	0
2022035	2022	035	ADA Intersection Improvement Project	0	0	0
2022036	2022	036	Water Wells Program	624,609	0	0
2022037	2022	037	Traffic Study Update	21,144	0	350,000
2023001	2023	001	Jefferson Basin Renovation	0	0	250,000
2023002	2023	002	FEMA Map Update	0	0	0
2023003	2023	003	HPD Mobile Command Post	0	0	400,000
2023004	2023	004	Outdoor Range Phase II	423,821	0	450,000
2023005	2023	005	Fire / Police Training Facility	0	0	225,000
2023006	2023	006	Northwest Bypass	0	0	600,000
2023007	2023	007	New Municipal Detention Facility	0	0	0
2024001	2024	001	Wildland Fire Apparatus	0	0	0
2024002	2024	002	Fowler Street Extension	0	0	0
2024003	2024	003	Industrial Frontage Road	0	0	0
2024004	2024	004	Water System Improvements (North Reservoir)	0	0	3,000,000
2024005	2024	005	Heizer Park Renovations	1,542,200	400,000	500,000
2025001	2025	001	Millen Projection	0	0	0
2025002	2025	002	New Elevated Water storage	0	0	300,000
2025003	2025	003	Bender Median Renovations	0	0	25,000
2026001	2026	001	Southeast Bypass	374,075	0	0
2026002	2026	002	Taylor Ranch Improvements	1,200,000	0	0
2026003	2026	003	Bensing South Projection	0	0	0
2026004	2026	004	Sanger Street Improvements	0	0	0

Number of projects:	Funded to Date	Current Budget 2021	Year: 1
Grand Totals	166,144,695	35,513,111	37,975,000

Note: * Asterick Projects were added after Planning Board Recommendations



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: NORTH GRIMES TRACT 2-A ANNEXATION--FIRST READING OF ORDINANCE TO APPROVE THE NORTH GRIMES TRACT 2-A ANNEXATION AND AUTHORIZE PUBLICATION OF ORDINANCE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 31, 2020
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The North Grimes Tract 2-A Annexation area contains 1.3 +/- acres and is located northeast of the intersection of Millen and N. Grimes. The annexation proposal was presented to the Planning Board at the August 18, 2020 meeting. After review the Planning Board recommended approval to the Commission with a 6-0 vote. The Commission must authorize publication of the Ordinance. Final review and adoption of the Ordinance would occur in November.

Fiscal Impact:

Reviewed By: _____

Finance Department

The positive financial impact of GRT generated by the proposed businesses located within the annexation should offset any expenses that the City will incur.

Attachments: Annexation Ordinance; Annexation Plat and Petition; and Draft Planning Board Minutes.

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the Publication of the Ordinance Consenting to the North Grimes Tract 2-A Annexation.

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

ORDINANCE NO. _____

AN ORDINANCE CONSENTING TO THE NORTH GRIMES TRACT 2-A ANNEXATION, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property have petitioned the City of Hobbs to annex to the City an area in Section 10, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing 1.30 +/- acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on August 18, 2020 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 6-0 vote; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property in, which lands are presently outside of the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached as Exhibit A, which is incorporated herein, hereby is annexed to the City of Hobbs.

2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

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

SAM D. COBB, MAYOR

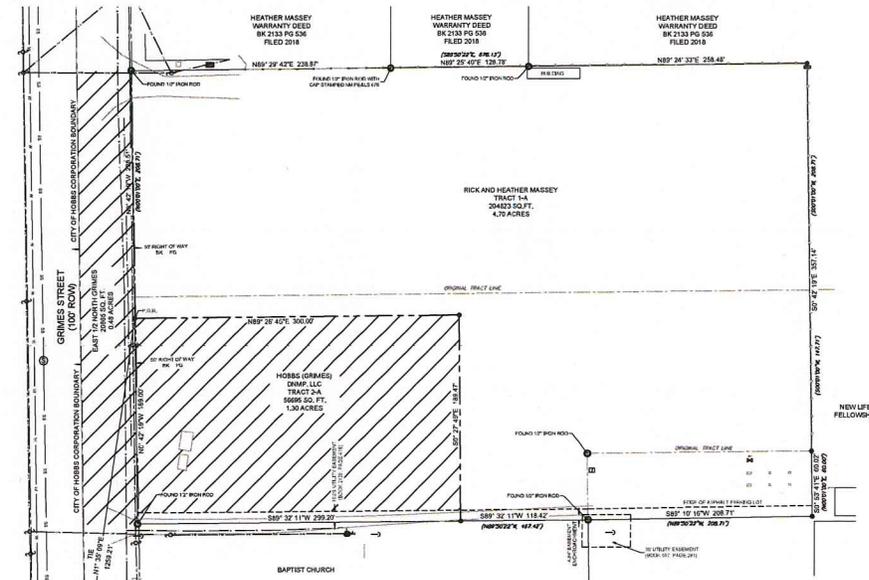
ATTEST:

JAN FLETCHER, CITY CLERK

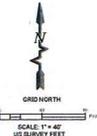
HOBBS (GRIMES) DNMP, LLC TRACT 2-A ANNEXATION TO THE CITY OF HOBBS, LEA COUNTY

THE FOREGOING ANNEXATION OF TRACT 2-A
AND THE EAST 50 FEET OF NORTH GRIMES STREET AS DESCRIBED IN

OF THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, SAID TRACTS BEING SITUATED IN THE
SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO



- LEGEND**
- UNDERGROUND TELEPHONE LINE
 - UNDERGROUND ELECTRIC LINE
 - WATERLINE
 - FENCE LINE
 - FRONT OF WALK LINE
 - FENCE CORNER
 - CENTERLINE MARK
 - BERING EASEMENTS
 - LEFT ALLIANCE STAMPED WITH
 - RIGHT ALLIANCE STAMPED WITH
 - SURVEY
 - MARK BENT
 - MARK BENT
 - PLUMBED PIPE
 - CONCRETE (SHELL CUT)
 - MARK
 - MARK
 - TELEPHONE Poles (TAL)
 - TELEPHONE POLES
 - WEA T-100 Poles (T)



- PLAT NOTES**
1. BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS BASED ON GPS OBSERVATIONS AND NEW MEXICO STATE PLANE NAD 1983, CENTRAL ZONE.
 2. ALL DISTANCES ARE GROUND DISTANCES, WITH A GRID TO GROUND SCALE FACTOR OF 1.0008596 SCALED AT 10584027.46, E+18/1841728.
 3. BEARINGS AND DISTANCES SHOWN IN () ARE RECORD PER MEMORANDUM OF ESCROW AGREEMENT AND CONTRACT FOR DEED RECORDED AS BOOK 2139, PAGE 415 IN THE RECORDS OF LEA COUNTY, NEW MEXICO.
 4. SUBJECT PROPERTY IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON FIRM PANEL 3525C1170D EFFECTIVE DATE DECEMBER 16, 2008.
 5. EXISTING UTILITIES SHOWN HEREON ARE BASED ON THE MARKS ESTABLISHED BY THE LOCAL UTILITY LOCATORS.
 6. NO ZONING INFORMATION WITHIN LEA COUNTY.
 7. REFERENCE DOCUMENT: MEMORANDUM OF ESCROW AGREEMENT AND CONTRACT FOR DEED, BOOK 2139, PAGE 415 RECORDED SEPTEMBER 14, 2018.
 8. TOTAL ANNEXATION ACREAGE 1.78 ACRES.



CERTIFICATE OF MUNICIPAL APPROVAL
I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2020 A.D.

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: _____ DATE: _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY CITY PLANNING BOARD:
THE PLAT RESTRICTIONS REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2020 A.D. BY THE CITY PLANNING BOARD OF HOBBS.

BY: CHAIRMAN WILLIAM M. HICKS III
ACKNOWLEDGEMENT:
STATE OF NEW MEXICO
COUNTY OF: LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020, A.D. BY WILLIAM M. HICKS III

NOTARY PUBLIC: _____ DATE: _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION:
I, DARRYL D. COSTER, BEING A DULY REGISTERED LAND SURVEYOR IN THE STATE OF NEW MEXICO, CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Client: HOBBS (GRIMES) DNMP, LLC	Project: ANNEXATION
Surveyor: DARRYL D. COSTER	Date: AUGUST 2020
Scale: 1" = 40'	Sheet: 1 OF 1
Drawn: [Name]	Checked: [Name]
Reviewed: [Name]	Approved: [Name]

SEAL OF DARRYL D. COSTER
REGISTERED LAND SURVEYOR
STATE OF NEW MEXICO
NO. 10000



Proposed
Annexation Area.

61

Google Earth

© 2020 Google

2000 ft



PETITION FOR ANNEXATION

COMES NOW, HOBBS (GRIMES) DNMP, LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of TRACT 2-A to the City of Hobbs, more particularly described as follows:

REFER TO ATTACHED MAP & DEED

and Petitioner states in support of such Petition, pursuant to Section 3-7-17.1 of the New Mexico Statutes Annotated (1978) that:

1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.

Petitioner: 

By: GEREN MOOR

Its: V.P. OF DOLLAR MERCHANT
FUND II, LLC - SOLE MEMBER

08/10/2020
Date

Mr. Ingram made a motion, seconded by Mr. Ramirez to approve the agenda as amended. Mr. Hicks did a roll call for the vote, Mr. Ingram-yes, Mr. Ramirez-yes, Mr. Kesner-yes, Mr. Sanderson-yes, Mr. Donahue-yes, Mr. Hicks-yes and the vote on the motion was 6-0 and the motion passed as amended.

3) Review and Consider Approval of Minutes.

July 21, 2020 – Regular Meeting

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from July 21, 2020? Mr. Hicks said he did notice one change on 7a about the 7th line down there is a misspelled word. Mr. Ramirez made a motion, seconded by Mr. Kesner to approve the Regular Meeting Minutes as amended. Mr. Hicks did a roll call for the vote, Mr. Ramirez-yes, Mr. Kesner-yes, Mr. Ingram-yes, Mr. Donahue-yes, Mr. Sanderson-yes, Mr. Hicks-yes and the vote on the motion was 6-0 and the motion carried as amended.

4) Communications from Citizens.

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 of Hobbs Planning Department at krobinson@hobbsnm.org or via fax at (575-397-9227 no later than 9:30 a.m. on June 16, 2020.

There were no communications from citizens.

5) Review and Consider Proposed Annexation of +/- 1.3 acres of property located northeast of the intersection of Millen and Grimes.

Mr. Robinson said this is a 1.3 acre annexation at Millen and Grimes. He said the property owner feels like this property would benefit by being annexed into the City. Mr. Hicks asked if this was strictly an annexation plat? Mr. Robinson said yes. Mr. Hicks asked if there were city utilities in this area. Mr. Robinson said yes. Mr. Ramirez made a motion, seconded by Mr. Ingram. Mr. Hicks did a roll call vote. Mr. Ramirez-yes, Mr. Sanderson, Mr. Kesner-yes, Mr. Ingram-yes, Mr. Donahue-yes, Mr. Hicks-yes. The vote on the motion was 6-0 and the motion carried.

6) Review and Consider variance from the City of Hobbs Buffering Standards as adopted per Reso. # 5482 (1-D) request as submitted by US Land Management Bureau for property located at 414 W. Taylor.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT BETWEEN SMITH CHIROPRACTIC AND THE CITY OF HOBBS TO PURCHASE LOTS 10, 11, AND 12 OF BLOCK 24 OF THE ORIGINAL HOBBS SUBDIVISION FOR THE PURCHASE PRICE OF \$160,000.00.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 31, 2020
SUBMITTED BY: Manny Gomez - Acting City Manager

Summary: The City of Hobbs is proposing to purchase Lots 10, 11, and 12 of Block 24 of the Original Hobbs Subdivision for expansion of Municipal Facilities. The proposed purchase is located in the northwest corner of the City of Hobbs Employee Parking Lot. The proposed acquisition will allow the future consideration of vacating that portion of Fowler located between Broadway and Taylor.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Account Number: 02-9999-30611 (Land Acquisition Acct)
Budget Expenditure: \$200,000 (Currently at \$100,000 and see note below)
Cash Available: \$349,000
Actual Expenditure: \$162,500 (\$160,000 purchase and capped not to exceed \$2,500 in closing costs)

Note: BAR #1 includes additional \$100,000 to the budget expenditure line item.

Attachments: Resolution, Real Estate Purchase Agreement and site map.

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

Staff recommends consideration to approve the Resolution to authorize the purchase.

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. 6969

A RESOLUTION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT BETWEEN SMITH CHIROPRACTIC AND THE CITY OF HOBBS TO PURCHASE LOTS 10, 11, AND 12 OF BLOCK 24 OF THE ORIGINAL HOBBS SUBDIVISION FOR THE PURCHASE PRICE OF \$160,000.00.

WHEREAS, in order to acquire additional parking for City Staff and the Downtown area in general, it is necessary for the City of Hobbs to purchase the subject property from Smith Chiropractic; and

WHEREAS, a Purchase Agreement has been negotiated with the Property Owner to purchase the property, 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

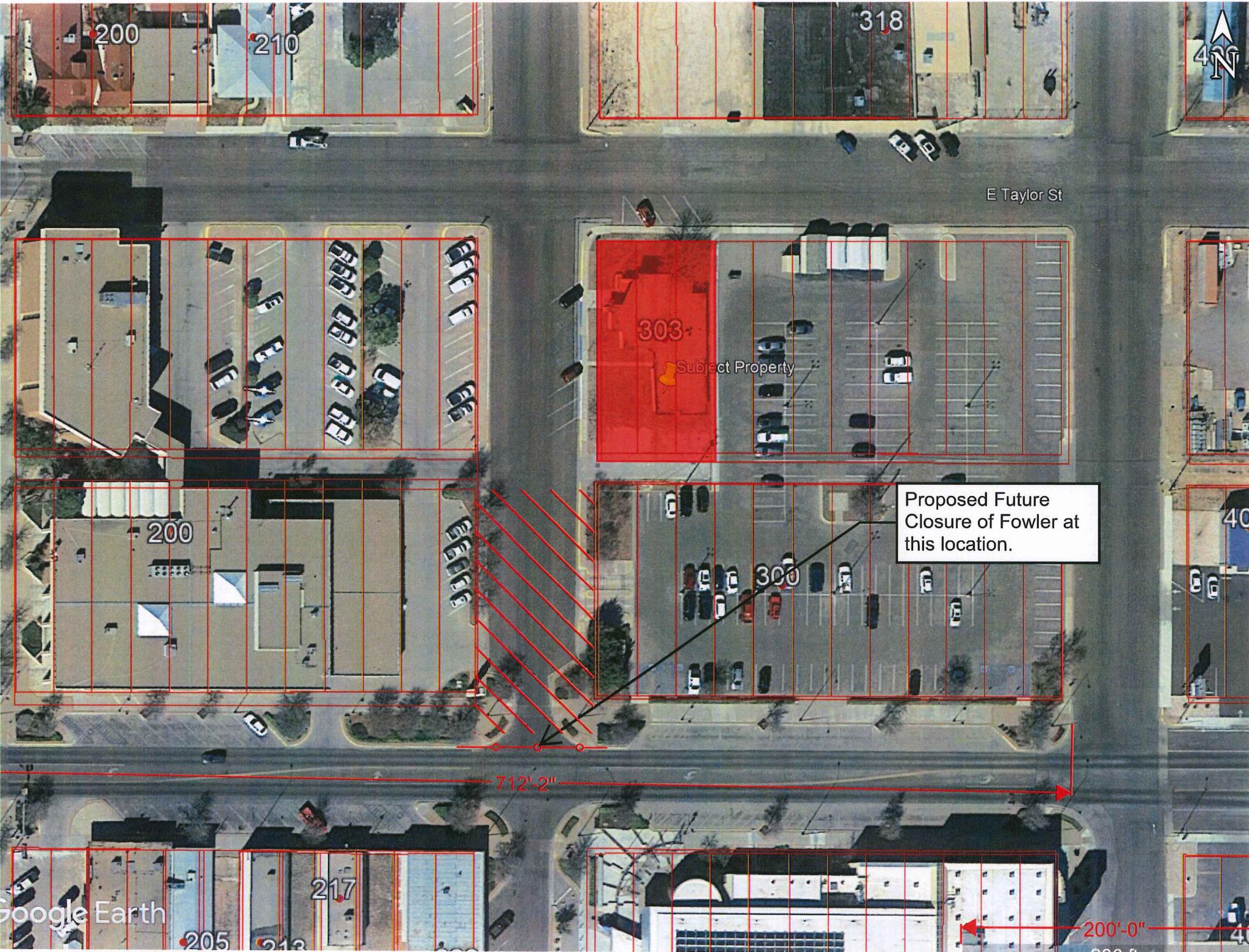
1. The City of Hobbs hereby approves the Purchase Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the City Manager is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of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

PASSED, ADOPTED AND APPROVED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



200

210

318



E Taylor St

303

Subject Property

Proposed Future Closure of Fowler at this location.

40

200

300

712'-2"

200'-0"

Google Earth

217

205

213

4



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1. TERMS SUMMARY.

This Agreement includes:

- Addendum
- Financing Addendum
- Exhibit A Legal Description (to be provided by title company)
- Other (Describe): _____

Offer Date: September 8 2020

Offer Expiration Date: September 11 2020

Buyer: CITY OF HOBBS by

Seller: SMITH CHIROPRACTIC by Misty L Smith Johnson

Property Description: Smith Chiropractic

Address: 303 E Taylor St Hobbs NM 88240

Legal Description: Block 24, Tracts 10,11,12, Original Hobbs

Purchase Price: \$ 160,000.00

Earnest Money: \$ 1,000.00

Inspection Period: 14 days after executed purchase agreement

Closing Date: November 6 2020

Conveyance Documents:

- Deed General Warranty Deed Special Warranty Deed Quitclaim Deed Other: _____

Check all that apply:

- Assignment of Leases
- Other (Describe): City will be responsible for ordering and paying for a survey if desired.
- Survey Type: ALTA Boundary Other (Describe): City's option.
- Environmental Site Assessment: Phase I Phase II Other (Describe): City's option.

2. TITLE COMPANY: First American Title Co

Title Officer Name: Danella Alexander or David Pyeatt

Phone: 575-393-7706 Facsimile: _____

Email: dalexander@firstam.com or dpyeatt@firstam.com

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3. FINANCE CONTINGENCY

If checked, this Agreement is contingent upon Buyer obtaining financing on or before _____ and Financing Addendum (NMAR Form 3106) is attached if appropriate.

4. PROPERTY. Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement (“Agreement”). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller’s interest in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. Service contracts, employment agreements, warranties and management agreements, to the extent they are assignable, will be included with the Property. THIS AGREEMENT IS NOT TO BE USED FOR TRANSACTIONS INVOLVING AN ASSIGNMENT OF A GROUND LEASE. UNLESS SPECIFICALLY PROVIDED IN AN ADDENDUM TO THIS AGREEMENT, BUYER IS NOT PURCHASING ANY PERSONAL PROPERTY OF SELLER PURSUANT TO THIS AGREEMENT. (IN THE EVENT BUYER IS PURCHASING PERSONAL PROPERTY OF SELLER IN CONJUNCTION WITH PURCHASE OF THE PROPERTY, BUYER SHOULD CONSULT AN ATTORNEY REGARDING NECESSARY ADDITIONAL DOCUMENTATION.)

5. DEFINITIONS. The following terms will have the following meanings:

- A. **BROKER** includes Buyer’s and Seller’s brokers.
- B. If a specific DATE is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
- C. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
- D. **DAY(S)** will be determined on a “calendar day” basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore will be extended to the next business day. Legal Holidays are described as New Year’s Day, Martin Luther King Jr.’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas.
- E. **DELIVERED** means personally delivered or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
- F. **DEADLINES.** Any “deadline(s)” can be expressed either as a calendar date (See Paragraph 5(C)) or as a number of days (See Paragraph 5(E)).
- G. **ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
- H. **ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
- I. **ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- J. **FIXTURE** means an article which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property.



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- K. MASCULINE includes the feminine.
- L. SINGULAR includes the plural.

6. **EARNEST MONEY.** Within 5 days of the Date of Acceptance, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.

7. **DISCLOSURE AND DELIVERY OF INFORMATION.** Within 5 days of the Date of Acceptance, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.

8. **LEAD-BASED PAINT (LBP).** If any part of this Property is a RESIDENCE built before 1978, SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE BUYER. (See LBP Disclosure – NMAR Form 5112). Additionally, both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program (RRPP) (See LBP RRPP Information Sheet – NMAR Form 5112A).

9. **INSPECTION PERIOD.** Seller is required to disclose to Buyer any adverse material defects known to him about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known defects that are disclosed to Buyer or previously unknown defects that are discovered by Buyer or Buyer's inspectors.

Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller's tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:

- A. **PHYSICAL INSPECTION.** Buyer, at Buyer's election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.
- B. **TITLE.** Within 30 days of the Date of Acceptance, Seller shall obtain a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.



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- C. SURVEY.** The survey of the Property of the type specified above shall be obtained by the party designated. The survey shall be obtained as soon as practicable and, in any event, within 21 days of the Date of Acceptance. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer’s Lender, if any. The “Flood Zone” status of the Property shall be reflected on the survey.
- D. LEASES.** During the Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, concession Acceptances and other rental or occupancy arrangements (collectively “Existing Leases”) affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate (“Estoppel Certificate”) covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly give notice to Buyer of Seller’s failure to obtain such Estoppel Certificate; and, in such event, Buyer, within 7 days after notice is given, may terminate this Acceptance and have the Earnest Money, including accrued interest, delivered to Buyer.
- E. ENVIRONMENTAL SITE ASSESSMENT.** The Environmental Site Assessment of the Property shall be obtained by the party set forth in Paragraph 18 at such party’s expense, within 21 days of the Date of Acceptance. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
- F. SOIL AND DRAINAGE INSPECTION.** Buyer, at Buyer’s election and expenses, may obtain soil and drainage inspections and tests concerning the Property.

10. BUYER’S ENTRY. Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer’s entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys’ fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.

11. BUYER’S OBJECTION. Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property **in writing**. In such event, Buyer, at Buyer’s election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller’s expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within 14 days of Buyer’s notice requesting Seller’s cure, Seller shall provide notice to Buyer of Seller’s proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within 5 days elect to either terminate this Agreement or accept Seller’s proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, shall be delivered to Buyer. If Buyer agrees to Seller’s proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller’s cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.

12. SELLER’S REPRESENTATIONS AND WARRANTIES. Except as is expressly disclosed by Seller in accordance with Paragraph 6, Seller makes the following representations and warranties to Buyer as of the Date of Acceptance and as of the Closing Date.

Representations and warranties made in Subparagraphs A through N are made to the best of Seller’s **current and actual knowledge**:



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- A. Seller is the sole owner of the Property and has the full right, power and authority to sell the Property to Buyer as provided in this Agreement.
- B. There are no adverse soil, topography, hydrology, or drainage conditions at the Property.
- C. There are no hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead-based paint and/or PCB transformers at the Property.
- D. No governmental or quasi-governmental entity has notified Seller of any action, contemplated action or issue relating to or impacting the Property;
- E. The Property has never been used as a dump, landfill or other similar use and the Property has never had an above ground or an underground storage tank located on it.
- F. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.
- G. Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property.
- H. Water service, electric service, natural gas, telephone service, and public sewer service are presently serving the Property.
- I. The Property is not subject to any historical Property designation and/or development limitation.
- J. Seller will not violate or modify any existing lease or Other Agreement, or create any new lease or Other Agreement affecting the Property, without Buyer's prior written approval.
- K. No person other than tenant(s) pursuant to the Existing Leases shall have any right to possession of the Property.
- L. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- M. No lawsuit or other claim is pending or threatened against Seller and/or the Property.
- N. No tenant or occupant of the Property is subject to any bankruptcy, receivership, probate or insolvency proceeding.
- O. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding.
- P. Seller has not collected and will not collect any rent or other monies related to the Property for any period after the Closing Date.

Seller's representations and warranties shall survive the Closing.

13. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS. At the Closing, the following shall occur:

- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
- B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
- C. **RENT, SECURITY DEPOSITS, AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to utilities, operating expenses and other "pass-through's", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Buyer at the Closing.
- D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender regarding any loan being assumed by Buyer.
- E. **OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and



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assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any, shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

- 14. MATERIAL CHANGE.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, “Material Change” shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer’s election, may terminate this Agreement within 5 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.
- 15. RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within 7 days of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.
- 16. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.
- 17. CLOSING.** The closing (“Closing”) shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.
- A.** Unless stated otherwise in this Contract, Seller shall deliver the following:
- i. The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
 - ii. An assignment of the Existing Leases.
 - iii. An affidavit executed by Seller providing that Seller is not a “foreign person” as established by Internal Revenue Code Section 1445 or successor statutes.
 - iv. Other applicable closing documents required or specified by this Agreement.
 - v. Closing statement prepared by Title Company for Seller.
- B.** Unless stated otherwise in this contract for the Closing Buyer shall deliver the following:
- i. The balance of the Purchase Price.
 - ii. Other applicable closing documents required or specified by this Agreement.
 - iii. Documents, if any, related to Buyer’s financing for the Property.
 - iv. Closing Statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner’s Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.



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All documents shall be in a form mutually acceptable to Buyer and Seller. Prorations shall be handled at the Closing as set forth in this Agreement.

18. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Closing Fee	x		
Pro-Rata Data Search			
Legal Document Preparation	x		
Special Assessment Search			
Buyer Recording Fees	x		
Seller Recording Fees	x		
Other: <small>**BUYER SHALL PAY ALL COSTS TO CLOSE THIS TRANSACTION UP TO BUT NOT TO EXCEED A TOTAL OF \$2,500.00.**</small>			
Other:			
POLICY PREMIUMS			
Title Commitment	x		
Standard Owner's Policy	x		
Mortgagee's Policy			
Mortgagee's Policy Endorsements			
Other:			
Other:			
MISCELLANEOUS			
Survey (Paragraph 9C)			
Septic System Inspection (NMAR Form No. 2308)			
Well Inspection (NMAR Well Information Sheet No. 2307)			
Impact Fees			
Property (Condo) Owner Association Fees			
Environmental Site Assessment (Paragraph 9E)			
ESCROW / COLLECTION FEES			
Set up			
Periodic			
Close out			
Other:			
Other:			

19. POSSESSION. Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.

20. DEFAULT AND REMEDIES. Before exercising any remedy, the non-defaulting party shall give the defaulting party **five (5) days** written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all



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accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance. Buyer and Seller acknowledge and agree that Broker(s) will not in any circumstance be responsible for any breach by either party under this Agreement.

- 21. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 22. DISCLAIMERS.** Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS". Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access size, marketability, value, future value, utilities, occupancy, or otherwise. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer acknowledges that it is not relying upon any representation or warranty by any Broker.
- 23. REAL ESTATE BROKERS.** The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller's obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or commission in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this paragraph.
- 24. BROKER'S COMPENSATION.**
- A. Listing Broker to be paid per Listing Agreement; Selling Broker(s) to be paid per offer of compensation made through Multiple Listing Service.
- B. Listing Broker to be paid at closing a compensation of \$2500.00 % plus applicable New Mexico Gross Receipts Tax to be paid by SMITH CHIROPRACTIC. Selling Broker to be paid at closing a sales compensation of 0.00 % plus applicable New Mexico Gross Receipts Tax to be paid by _____ . Other instructions: _____
- 25. FURTHER ACTION.** Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.
- 26. BACK UP OFFERS.** Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.
- 27. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, or by any method where there is evidence of receipt addressed to the parties and the Brokers at their respective addresses set forth in this Agreement. If any notice is personally delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be



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PURCHASE AGREEMENT – COMMERCIAL – 2020



deemed given three (3) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this Paragraph. FACSIMILE AND EMAIL COMMUNICATIONS MAY NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.

- 28. AUTHORITY.** Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required. If Seller is an entity, Seller represents and warrants to Buyer that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico. If Buyer is an entity, Buyer represents and warrants to Seller that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico.
- 29. AMENDMENT.** This Agreement cannot be amended except as agreed to in writing by the parties.
- 30. INVALIDITY.** If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.
- 31. CONFIDENTIALITY.** Buyer and Seller agree that at all times after the Date of Acceptance and prior to the Closing, unless consented to in writing by the other party or required by law, no party shall issue a press release or other public disclosure concerning the pending sale of the Property. Buyer and Seller agree to notify their employees, agents, contractors and Broker(s) involved in the sale of this confidentiality provision. No memorandum or other document referencing this Agreement shall be recorded.
- 32. ATTORNEY REVIEW.** Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
- 33. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 34. WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.
- 35. ENTIRE AGREEMENT.** This Agreement (including all exhibits and addenda) and the Property Disclosure Statement covering the Property constitute a fully integrated document and represent the entire understanding and agreement between Buyer and Seller regarding the Property. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020**



- 36. TIME OF THE ESSENCE.** Time is of the essence under this Agreement.
- 37. CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the “Terms” Paragraph.
- 38. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 39. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties do do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non- electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.
- 40. ASSIGNMENT.** Buyer may may not sell, assign or transfer the Buyer’s rights or obligations under this Agreement, or any interest herein.
- 41. MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
- 42. DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
- 43. COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.
- 44. FOREIGN SELLERS.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold fifteen percent (15%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller’s non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to NMAR Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

Prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold fifteen percent (15%) of the amount realized from the sale of the Property for remittance to the IRS.



**NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. ONE - 2020**

This Addendum is part of the PURCHASE Agreement (the "Agreement") dated September 8 2020, between SMITH CHIROPRACTIC (Seller) and CITY OF HOBBS (Buyer)

relating to the following Property: 303 E Taylor St Hobbs NM 88240
Address City State Zip Code

Block 24, Tracts 10,11,12, Original Hobbs
Legal Description
or see metes and bounds description attached as Exhibit Lea County, New Mexico.

The following is added to the Agreement:
The Buyer & Seller agree to the following:

1. The purchase price shall be \$160,000.00.
2. Closing shall occur no later than November 6, 2020, by 5:00 PM. If both parties are in agreement to close earlier than November 6, 2020, said closing shall occur.
3. Possible Leaseholds: If the Property is currently leased by the Seller, the Seller shall seek full and complete relinquishment of any current leasehold interest on the property prior to the date of closing. The City shall not pay any additional compensation to the Seller for this relinquishment.
4. Relocation Period: The Seller shall be allowed a 14 day Relocation Period between closing and delivery to the buyer, if the Seller chooses to do so, at no additional costs to the Seller other than the requirements from the City for extended insurance. The Seller shall save and hold harmless, indemnify and defend the City of Hobbs, its elected officials, employees and agents, in their official and individual capacities, of and from any and all liabilities, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the negligent operations of the Seller under this Agreement, or arising out of the negligence of any agent, contractor or subcontractor of the Seller. The Seller shall maintain general public liability and casualty insurance insuring against such claims, and shall furnish to the City a certificate or other evidence and proof of maintenance of such comprehensive public liability insurance, including a copy of the policy, with the City named as an additional insured to the extent of Seller's indemnity obligations hereunder, such insurance shall have minimum limits of at least the sum of One Million Dollars (\$1,000,000) for general liability and casualty coverage arising out of a single occurrence. Such insurance shall be with a company licensed and authorized to do business in the State of New Mexico and to provide general liability and casualty coverage of the type required herein, which policy shall include fire and extended coverage liability. The Seller shall provide the City with notice of any change thereof, and shall furnish to the City evidence of acquirement of a substitute therefore, and payment of the premium thereof.
5. The Buyer is aware the purchase of this property at the above referenced price, is being sold to the City of Hobbs, in "AS IS" condition, based on the "Restrictive Appraisal" the city requested. The appraisal was for the purpose of land value only and below the market value of the land and the improvements of the building. The City of Hobbs may perform any and all inspections they deem necessary to satisfy themselves or any other requirement, but the inspections will not be used to require the Seller to perform any repairs, or maintenance. (The reason for the City's interest in this purchase is to remove the improvement of the building and convert the land into a City owned parking lot.)

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
GENERAL ADDENDUM No. ONE - 2020

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If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

Signature **CITY OF HOBBS** Date Time

Signature Date Time

SELLER/LANDLORD/OWNER SIGNATURE

Signature **SMITH CHIROPRACTIC** Date Time

Signature **Misty L Smith Johnson** Date Time



NEW MEXICO ASSOCIATION OF REALTORS®
COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2020
PART I – BROKER DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

Brokers owe the following broker duties to ALL prospective buyers, sellers, landlords (owners) and tenants.

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interest or any other written agreement that the broker has in the transaction, including, but not limited to:
 - A. any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
 - C. any written agreement the Broker has with a licensed Transaction Coordinator who will be providing service related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

PART II

1. **BROKERAGE RELATIONSHIP:** Broker is working with Buyer or Tenant in the following capacity: (check applicable) Transaction Broker (Non-Agency Relationship) Agent
2. **ADDITIONAL BROKER DISCLOSURES** *Brokers shall update these and all other required disclosures as needed.*
 - A. Does Broker have a conflict of interest? YES NO If "YES", explain: _____
 - B. Does Broker have any material interest or relationship of a business, personal or family nature in the transaction? YES NO If "YES", describe that relationship: _____
 - C. Does Broker know of any adverse material facts about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction. YES NO If "YES", explain: _____
 - D. Does Broker have any other written agreements in this transaction? YES NO If "YES", describe the agreements: _____
 - E. Has Broker engaged a **LICENSED TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction; YES NO If "YES", identify the Licensed TC below. Licensed TCs owe Broker Duties stated above. In addition, Licensed TCs who work directly with parties in the transaction, owe the following Broker Duty: Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law.

BUYER

SELLER

Buyer Signature _____ Date _____ Time _____

 CITY OF HOBBS
 Buyer Signature _____ Date _____ Time _____

Seller Signature _____ Date _____ Time _____

 SMITH CHIROPRACTIC
 Seller Signature _____ Date _____ Time _____

 Misty L Smith Johnson

BUYER'S BROKER is is not a REALTOR®

 Edge Realty Group

SELLER'S BROKER is is not a REALTOR®

 Edge Realty Group

Buyer's Brokerage Firm _____

Seller's Brokerage Firm _____

Broker Signature **Rusty R Taylor** Date _____ Time _____

Seller's Broker Signature **Rusty R. Taylor** Date _____ Time _____



**NEW MEXICO ASSOCIATION OF REALTORS®
COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2020**

1. PROPERTY.

303 E Taylor St Hobbs NM 88240
Address City State Zip Code

Block 24, Tracts 10,11,12, Original Hobbs
Legal Description

or see metes & bounds description attached as Exhibit Lea County, New Mexico.

2. COMPENSATION. Seller will pay Broker \$2500.00 compensation of plus applicable gross receipts tax upon:

- A. Closing of the sale, lease or exchange of the Property to any Buyer or (specific Buyer) introduced to the Property by Broker unless previously excluded by Seller in writing; or
- B. Sale of the Property within 90 days after the term of this Agreement (the "protection period") to person(s) to whom Broker firm has introduced the Property during the term. PROVIDED HOWEVER, that Broker submits to Seller a notice or other writing, either before or within five days after the end of the Term, which discloses the names of the prospective Buyers. Payment of this compensation by Seller to Broker will not create an agency or any other representation relationship between them. If Broker uses the services of an attorney to enforce Broker's right to compensation, damages will include reasonable attorneys' fees.

3. Does Broker have any other written agreements in this transaction: Yes NO. If Yes, describe the agreement: _____

4. TERM. The Term of this Agreement will begin on September 08, 2020 and terminate at 11:59 pm Mountain Time on December 31, 2020. If the Property is under Contract of the Seller is negotiating the sale, lease or exchange of the Property with a buyer or Tenant under this Agreement on the date this Agreement would otherwise terminate, the term will automatically be extended through the closing, the date the lease is fully executed or other final disposition of said Property. The word "Term" as used in this Agreement will include all extensions.

5. LEAD-BASED PAINT DISCLOSURE AND INFORMATION REQUIREMENTS. If residence on the Property was constructed prior to 1978, Seller cannot legally accept an offer until Seller has provided, and Buyer has received and acknowledged receipt in writing of the following (See NMAR Form 5112 - Lead-Based Paint Addendum to Purchase Agreement):

- C. HUD Pamphlet entitled "Protect Your Family from Lead in Your Home";
- D. a disclosure of all known presence of lead-based paint and lead-based paint hazards; and
- E. a list and copies of all reports and/or records available to Seller pertaining to lead-based paint and lead-based paint hazards on the Property.

6. MEDIATION. If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.

7. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

8. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020
PART I – BROKER DUTIES DISCLOSURE**

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A: All Brokers in this transaction owe the following broker duties to ALL buyers and sellers in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interest that the broker has in the transaction, including, but not limited to;
 - A. Any written brokerage relationship the Broker or any other written agreement has with any other parties to the transaction or;
 - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
 - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

SECTION B: In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s) and/or seller(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all written offers or counteroffers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller's motivation for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW

NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020
THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.

BUYER'S BROKER(S)

Rusty R Taylor	32732	Buyer's Broker's NMREC License No.
Buyer's Broker Name		
Bobby Shaw	20551	Buyer's Broker's Qualifying Broker's NMREC License No.
If different, Buyer's Broker's Qualifying Broker's Name		
Edge Realty Group	575-392-1000	Cell:
Buyer's Brokerage Firm	Office Phone	Fax
5610 N Grimes	Hobbs	NM 88240
Buyer's Brokerage Address	City	State Zip Code
		Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®
Email Address	Cell Number	

Buyer's Broker Name		Buyer's Broker's NMREC License No.
If different, Buyer's Broker's Qualifying Broker's Name		Buyer's Broker's Qualifying Broker's NMREC License No.
Buyer's Brokerage Firm	Office Phone	Fax
Buyer's Brokerage Address	City	State Zip Code
Email Address	Cell Number	Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®

SELLER'S BROKER

Rusty R Taylor	32732	Seller's Broker's NMREC License No.
Seller's Broker Name		
Bobby Shaw	20551	Seller's Broker's Qualifying Broker's NMREC License No.
If different, Seller's Broker's Qualifying Broker's Name		
Edge Realty Group	575-392-1000	
Seller's Brokerage Firm	Office Phone	Fax
5610 N. Grime St.	Hobbs	NM 88240
Seller's Brokerage Address	City	State Zip Code
		Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®
Email Address	Cell Number	

Seller's Broker Name		Seller's Broker's NMREC License No.
If different, Seller's Broker's Qualifying Broker's Name		Seller's Broker's Qualifying Broker's NMREC License No.
Seller's Brokerage Firm	Office Phone	Fax
Seller's Brokerage Address	City	State Zip Code
Email Address	Cell Number	Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®



**NEW MEXICO ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT – COMMERCIAL – 2020
PART II – OTHER REQUIRED DISCLOSURES**

Broker shall update these and all other required disclosures as needed.

BUYER'S BROKER DISCLOSURES:

- Brokerage Relationship.** Rusty R Taylor ("Buyer's Broker") is working with the Buyer as a:
 - Transaction Broker with without a written Buyer Broker Agreement.
 - Agent with a written Buyer Broker Agreement with Agency Addendum.
 - Transaction Broker without a written Buyer Broker Agreement, but with a Compensation Agreement.
- In-House Transaction: Buyer and Seller's Consent to Dual Representation, NO Dual Agency created.**
 - Buyer's Broker is licensed under the same Qualifying Broker as Seller's Broker.
 - Buyer's Broker is also Seller's Broker for the property in this Transaction. Broker has a written listing agreement with Seller as Transaction Broker Agent.
 - Brokerage is representing both Buyer and Seller.
- Dual Agency:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Agency has not been chosen by the Qualifying Broker; Designated Agency is a policy that discloses to a client that the broker representing him/her as an agent is the client's only representative in the brokerage. When Designated Agency is not chosen, Dual Agency is created. Prior to writing or presenting this offer, Broker must obtain written consent from the parties to act as a Dual Agent (NMAR Form 1301, Agency Agreement – Dual).
- Additional Disclosures:** If applicable, check box below. Where noted (♦), attach NMAR Form 2100 or other disclosure.
 - Buyer's Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - Buyer's Broker has **OTHER WRITTEN AGREEMENTS IN THE TRANSACTION ♦**
 - Buyer's Broker has a **CONFLICT OF INTEREST** or **MATERIAL INTEREST** (business, personal or family) ♦
 - Buyer's Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction ♦
 - Buyer's Broker has engaged a **LICENSED TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction: **BROKER DUTIES:** Licensed TCs who have no interaction with the Broker's Customer or Client and/or other parties or brokers involved in the transaction, owe Broker Duties 1-5 in Section A on Cover Page I. Licensed TCs who work directly with the Broker's Customer or Client and/or other parties or brokers in the transaction, owe Broker Duties 1-5 of Section A on Cover Page I and 5, 7 and 8 of Section B on Cover Page I. Licensed TCs: _____

SELLER'S BROKER DISCLOSURES:

- Brokerage Relationship.** Rusty R Taylor ("Seller's Broker") is working with the Seller as a:
 - Transaction Broker with a written Listing Agreement.
 - Agent with a written Listing Agreement with Agency Addendum.
 - Transaction Broker without a written Listing Agreement, but with a Compensation Agreement.
- Additional Disclosures:** If applicable, check box below. Where noted (♦), attach NMAR Form 2100 or other disclosure.
 - Seller's Broker has an **OWNERSHIP INTEREST IN PROPERTY**
 - Seller's Broker has **OTHER WRITTEN AGREEMENTS IN THE TRANSACTION ♦**
 - Seller's Broker has a **CONFLICT OF INTEREST** or **MATERIAL INTEREST** (business, personal or family) ♦
 - Seller's Broker knows of **ADVERSE MATERIAL FACTS** about the Property and/or Transaction; ♦
 - Seller's Broker has engaged a **LICENSED TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction: **BROKER DUTIES:** Licensed TCs who have no interaction with the Broker's Customer or Client and/or other parties or brokers involved in the transaction, owe Broker Duties 1-5 in Section A on Cover Page I. Licensed TCs who work directly with the Broker's Customer or Client and/or other parties or brokers in the transaction, owe Broker Duties 1-5 of Section A on Cover Page I and 5, 7 and 8 of Section B on Cover Page I. Licensed TCs: _____

- Buyer is a New Mexico Real Estate Broker
- Buyer is a party to another Buyer-Broker Agreement

- Seller is a New Mexico Real Estate Broker

BUYER

SELLER

Buyer Signature _____ Date _____ Time _____

Seller Signature _____ Date _____ Time _____

Buyer Signature _____ Date _____ Time _____

Seller Signature _____ Date _____ Time _____

**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - AFFIDAVIT -- NON-FOREIGN SELLER - 2020**

ENTITY SELLER

1. SMITH CHIROPRACTIC by Misty L Smith Johnson ("Seller")
is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Seller's United States employer identification number is _____

3. Seller's office address is 303 E. Taylor St.
Hobbs NM 88240

4. If a corporation, Seller's place of incorporation is N/A

Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements in this Affidavit are true, correct, and complete, and that I have authority to sign this document on behalf of Seller.

Name of Entity SMITH CHIROPRACTIC

By Misty L Smith Johnson

Its OWNER

Date _____ Time _____

Buyer or Qualified Substitute, as applicable, must retain this Affidavit and make it available to the Internal Revenue Service upon request.

NOTICE TO SELLER OR BUYER: An affidavit should be signed by each individual or entity seller to whom or to which it applies. Any questions relating to the legal sufficiency of this form, or to whether it applies to a particular transaction, or to the definition of any of the terms used, should be referred to a certified public accountant, attorney, or other professional tax advisor, or to the Internal Revenue Service.

Received by Buyer Qualified Substitute

Signature _____ Date _____ Time _____



**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - Qualified Substitute Statement - 2020**

NOTICE TO SELLER: If you need assistance to understand the Foreign Investment in Real Property Act, Section 1445 of the Internal Revenue Code (26 USA § 1445 et.sec), (FIRPTA) and its application to you, please consult with your attorney and/or tax advisor. Real Estate Brokers are not permitted to give advice with respect to such matters.

Section 1445 of the Internal Revenue Code provides that in transactions with foreign persons, the Buyer MUST submit the applicable amount realized from the sale of the property to the Internal Revenue Service (IRS) within 20 days of closing (See RANM Form 2304 for applicable amount of withholding). The onus is on the Buyer to determine if the Seller is a foreign person. If the Seller is foreign, but an exemption applies, the Buyer must obtain proof of qualification to avoid IRS sanctions. If a Seller asserts that he/she is a non-foreign person, the Seller must execute an Affidavit of Non-Foreign Seller (See RANM Form 2303) and deliver it to either the Buyer or to a Qualified Substitute. If the Seller opts to engage a Qualified Substitute, the Qualified Substitute must, upon receiving a completed Affidavit of Non-Foreign Status from the Seller, execute this Qualified Substitute Statement and deliver it to the Buyer.

The undersigned Qualified Substitute understands this certification may be disclosed to the IRS by the Buyer and that any false statement may be punishable by fine, imprisonment or both.

With respect to a disposition of a United States real property interest, the term "Qualified Substitute" is defined as the Buyer's Broker or any person (including an attorney or Title Company) responsible for closing the transaction. **The Seller's Broker does not qualify as a Qualified Substitute.**

This Affidavit is executed in connection with the sale of the following Seller and Property:

SMITH CHIROPRACTIC by	Misty L Smith Johnson	Seller(s)
303 E Taylor St	Hobbs	88240
Address	City	Zip Code
Block 24, Tracts 10,11,12, Original Hobbs		
Legal Description		

or see metes and bounds description attached as Exhibit _____, _____ Lea _____ County, New Mexico.

QUALIFIED SUBSTITUTE

1. Name of Qualified Substitute First American Title Co.
2. I qualify as a Qualified Substitute under FIRPTA to receive and hold the Affidavit of Non-Foreign Status (RANM Form 2303) executed and delivered by the Seller/Transferor as I am (Check all that apply):

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - Qualified Substitute Statement - 2020**

Agent of the Title Company closing the transaction

First American Title Co

Name of Title Company

1819 N Turner Suite B

Hobbs

NM

88240

Address

Attorney

Name of Firm/Office

Address

State of Licensure

Bar Number

Transferee's Broker (Buyer's Broker)

Edge Realty Group

Name of Firm Office

5610 N Grimes

Hobbs

NM

88240

Address

Under Penalty of Perjury, I declare that I have received an original Affidavit of Non-Foreign Seller executed and delivered by the above-named Seller, and that I have no actual knowledge, nor have I received any notice that said Affidavit is false.

Signature of Qualified Substitute

Date

Time

Signature Received by Buyer

CITY OF HOBBS

Date Time



**NEW MEXICO ASSOCIATION OF REALTORS®
LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT - 2020**

Federal law requires Seller to provide to Buyer all disclosures set forth in this Addendum AND to receive acknowledgment from Buyer that Buyer has received these disclosures PRIOR TO full execution of the Purchase Agreement. Further, Buyer shall not be obligated to purchase the Property unless Buyer has been provided an opportunity to inspect the Property as set forth in this Addendum.

This Disclosure and Acknowledgment will be attached as Addendum No. ONE to the Purchase Agreement between the Buyer and Seller, dated, September 8, 2020

Relating to the following Property:

303 E Taylor St Address Hobbs City 88240 Zip Code

Block 24, Tracts 10,11,12, Original Hobbs
Legal Description

or see metes and bounds or other legal description attached as Exhibit _____, _____ Lea
County, New Mexico.

1. LEAD WARNING STATEMENT.

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. SELLER'S DISCLOSURE.

A. Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below as applicable):

_____ i.) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____ ii.) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the Seller (initial (i) or (ii) below as applicable):

_____ i.) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____ ii.) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regard to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

NEW MEXICO ASSOCIATION OF REALTORS®
LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT – 2020

3. BUYER'S ACKNOWLEDGEMENT. (both A and B should be initialed):

_____ A. Buyer has received the Lead-Based Paint Warning Statement **set forth in Paragraph 1 above**, the Seller's Lead-Based Paint Disclosures referenced in Paragraph 2(A) and if applicable, the records and reports accompanying Seller's Disclosures referenced in Paragraph 2(B).

_____ B. Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

4. BUYER'S RIGHTS. (initial A or B below as applicable):

_____ A. Buyer has received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

_____ B. Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

5. BROKER'S CERTIFICATION. (both A and B should be initialed):

Both the Seller's Broker and the Buyer's Broker (if compensated by the Seller or Seller's Broker) are considered the "agents" under the Regulations and are required to certify as follows and sign this form, regardless of their brokerage relationships. Therefore, both the Seller and Buyer's brokers should initial below UNLESS the Buyer's Broker is being compensated entirely by the Buyer.

_____ A. Agent has informed Seller of Seller's obligations under Sec. 42 U.S.C.A. 4852d to:

- _____
- 1) Provide Buyer with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
 - 2) Complete this Lead-based Paint Addendum before giving it to Buyer;
 - 3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
 - 4) Deliver to Buyer a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
 - 5) Provide Buyer with a ten-day (10) period (or other period mutually agreed in writing by Buyer and Seller) to have the Property inspected;
 - 6) Retain a completed copy of this Addendum for at least three (3) years following the closing of the sale.

_____ B. Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

Warning

Provisions of this form are required by Federal Regulations and should not be revised.

Certification

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.



**NEW MEXICO ASSOCIATION OF REALTORS®
 COVID-19 – SELLER(S) AND BUYER(S) HOLD HARMLESS AGREEMENT 2020**

⚠ THIS FORM IS FOR USE BY SELLERS AND POTENTIAL OR ACTUAL BUYERS (“BUYER”) WHEN BUYER WILL BE VIEWING OR INSPECTING THE PROPERTY IN-PERSON. POTENTIAL BUYERS ARE THOSE PERSONS NOT YET UNDER CONTRACT TO PURCHASE AND ACTUAL BUYERS ARE THOSE UNDER CONTRACT TO PURCHASE.

PROPERTY ADDRESS: 303 E Taylor St Hobbs NM 88240

Or Block 24, Tracts 10,11,12, Original Hobbs
Legal Description

Or see metes and bounds description attached as Exhibit _____, _____ Lea County, New Mexico.

BACKGROUND. On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency (“Emergency”). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be “Essential Businesses” and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare (“Order”). Real Estate services and those services related thereto were deemed “essential” and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

ACKNOWLEDGMENT. By signature below, Seller(s) and Potential or Actual Buyer(s) entering the Property (“Buyer(s)”) hereby acknowledge the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to either party or the Property which either party may own, occupy, inspect, or generally be present upon. Seller(s) and Buyer(s) understand that contact with each other or any locations or surfaces visited or contacted by one another, involves a certain degree of risk which could result in illness, permanent disability, or death. Seller(s) and Buyer(s) acknowledge and agree they are responsible for staying current and in compliance with any federal, state or local orders, which may apply to them and for taking precautions to protect themselves, as set forth by the National Center for Disease Control and Prevention and the New Mexico Department of Health, links below.



<https://www.cdc.gov/COVID-19/2019-ncov/prepare/prevention.html>



<https://cv.nmhealth.org>

HOLD HARMLESS. After fully and carefully considering all the potential risks involved, Seller(s) and Buyer(s) hereby assume the same and mutually release and hold-harmless each other and their respective successors, assigns, employees, officers and agents and waive any and all claims associated with allowing the Property to be viewed and/or inspected in-person or with viewing and/or inspecting the Property in-person, as the case may be.

CAREFULLY READ TERMS AND IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER(S)

Signature **SMITH CHIROPRACTIC** Printed Name _____ Date

Signature **Misty L Smith Johnson** Printed Name _____ Date

BUYER(S)

Signature **CITY OF HOBBS** Printed Name _____ Date

Signature _____ Printed Name _____ Date



**NEW MEXICO ASSOCIATION OF REALTORS®
 COVID-19 – IN-PERSON VIEWING/INSPECTION OF PROPERTY
 INFORMATION SHEET AND ACKNOWLEDGEMENT – 2020**

BACKGROUND.

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency. On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be “Essential Businesses” and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare. Real Estate services and those services related thereto were deemed “essential” and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

RISKS ASSOCIATED WITH IN-PERSON VIEWING AND INSPECTIONS.

The undersigned hereby acknowledges the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to the undersigned or property which the undersigned may own, occupy, inspect, or generally be present upon. The undersigned understands contact with others, including but not limited to, buyers, sellers, landlords, tenants, real estate brokers, vendors (who include, but are not limited to inspectors, appraisers, contractors and photographers) and others associated with the sale or purchase of property, or any locations or surfaces visited or contacted by such persons, involves a certain degree of risk which could result in illness, permanent disability, or death. Broker and Brokerage make no guaranty or warranty that the undersigned will not be exposed to the COVID-19 virus in the process of viewing, inspecting or generally being present upon properties or in allowing others to view, inspect or otherwise be present upon their property, as the case may be. The undersigned acknowledges that they are responsible for staying current and in compliance with any federal, state or local directives, which may apply to them and for taking precautions to protect themselves, as set forth by the Center for Disease Control and the New Mexico Department of Health (links below).



<https://www.cdc.gov/COVID-19/2019-ncov/prepare/prevention.html>



<https://cv.nmhealth.org>

ACKNOWLEDGEMENT

	SMITH CHIROPRACTIC	
Signature	Printed Name	Date
	Misty L Smith Johnson	
Signature	Printed Name	Date
	CITY OF HOBBS	
Signature	Printed Name	Date
Signature	Printed Name	Date



**NEW MEXICO ASSOCIATION OF REALTORS®
 COVID-19 ADDENDUM/AMENDMENT TO
 PURCHASE AGREEMENT- 2020**



The following terms and conditions are hereby incorporated into and made part of the Purchase Agreement dated: September 8, 2020 between CITY OF HOBBS by _____ (“Buyer”) and SMITH CHIROPRACTIC by Misty L Smith Johnson (“Seller”) and relating to the following Property: 303 E Taylor St Hobbs NM 88240
 Address City Zip Code
Block 24, Tracts 10,11,12, Original Hobbs
 Legal Description

Or see metes and bounds description attached as Exhibit _____, _____ Lea County, New Mexico
 Buyer and Seller acknowledge that the current spread of COVID-19 may cause unanticipated delays or render it impossible or commercially unreasonable for Buyer or Seller to perform one or more obligations under the Purchase Agreement, including, but not limited to closing by the Settlement Signing Date, and therefore, agree to the following:

EVENTS EXCUSING TIMELY PERFORMANCE (“EVENT(S)”): Buyer(s) and/or Seller(s) shall not be required to perform any obligation under this Agreement or be liable to one another for damages for failure to perform any obligation under this Agreement provided the non-performance of the obligation is caused in whole or part by the following: 1) an Essential Party’s confirmed diagnosis of COVID-19; 2) a government or physician-ordered quarantine of an Essential Party; 3) a government-imposed travel or movement restriction of an Essential Party; and/or 4) the closure of any service essential to the Closing of this transaction (“Essential Service”) as a result of the COVID-19 virus. **Fluctuations in the stock market that make the purchase or sale of the Property less desirable to either party shall NOT excuse or delay performance under this Agreement.**

“Essential Party” means Buyer(s) and/or Seller(s). “Essential Service” means a lender, insurance provider, brokerage, attorney, title company, escrow company, inspector, repair person, contractor, appraiser, utility company, governmental agency and/or any service on which a lender or title company relies for information in approving the Buyer's loan or issuing any title insurance policy.

! IMPORTANT NOTE: Buyers are encouraged to determine the availability of home and other inspectors the Buyer intends to engage PRIOR TO entering into the Purchase Agreement. The COVID-19 virus may impact the availability of home and other inspectors and vendors needed to conduct repairs. The parties may need to deviate from their primary selection(s) of inspectors and vendor(s) to meet the inspection and repair deadlines in the Purchase Agreement. The parties should be cognizant of this when setting deadlines for inspections and repairs.

AUTOMATIC EXTENSION AND UNILATERAL TERMINATION OPTION. All time periods, including but not limited to Inspection Deadlines, Loan Approval Deadlines, and the Settlement/Signing Date, will be extended up to 10 days after the Events no longer prevents performance under this Agreement, provided, however, if such Event(s) continues to prevent performance under this Agreement for more than 30 days beyond the Settlement/Signing Date, then either party may terminate this Agreement by delivering written notice to the other party and any Earnest Money delivered by Buyer shall be refunded to Buyer, thereby releasing Buyer from any further obligation to purchase the Property under this Agreement and Seller from any further obligation to sell the Property under this Agreement. If an extension is required, the party requiring the extension agrees to notify the other party in writing and the parties agree to execute an extension agreement.

ADDENDUM/AMENDMENT CONTROLS. Should any provision of this Addendum/Amendment conflict with any provisions of the Purchase Agreement, this Addendum/Amendment shall control.

SELLER

SMITH CHIROPRACTIC

Signature

Date

Misty L Smith Johnson

Signature

Date

BUYER

CITY OF HOBBS

Signature

Date

Signature

Date



**NEW MEXICO ASSOCIATION OF REALTORS®
 COVID-19 – BROKER / BROKERAGE HOLD HARMLESS AGREEMENT - 2020**

THIS FORM IS FOR USE BY AND PROTECTION OF BROKERS AND BROKERAGES. IT MAY BE USED FOR ANY ONE OR MORE PROPERTIES, AND THEREFORE IS NOT PROPERTY SPECIFIC. IT MAY BE SIGNED BY SELLERS, BUYERS, TENANTS, INSPECTORS AND/OR ANY PERSON(S) WHO WILL BE PRESENT UPON THE PROPERTY.

BACKGROUND. On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency. On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be “Essential Businesses” and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare. Real Estate services and those services related thereto were deemed “essential” and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

HOLD HARMLESS. By signature below, the undersigned hereby acknowledges the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to the undersigned or property which the undersigned may own, occupy, inspect, or generally be present upon. The undersigned understands contact with others, including but not limited to, buyers, sellers, landlords, tenants, real estate brokers, vendors (who include, but are not limited to inspectors, appraisers, contractors and photographers) and others associated with the sale or purchase of property, or any locations or surfaces visited or contacted by such persons, involves a certain degree of risk which could result in illness, permanent disability, or death. The undersigned acknowledges and agrees they are responsible for staying current and in compliance with any federal, state or local directives, which may apply to them and for taking precautions to protect themselves, as set forth by the Center for Disease Control and the New Mexico Department of Health (links below).



<https://www.cdc.gov/COVID-19/2019-ncov/prepare/prevention.html>



<https://cv.nmhealth.org>

After fully and carefully considering all the potential risks involved, the undersign hereby assumes the same and releases and holds-harmless Edge Realty Group (“Brokerage(s)”) and their employees, officers, agents, contractors and vendors, and waives any and all claims associated with engaging in viewing or inspecting property owned by others or in allowing others to enter property which is owned or occupied by the undersigned. *Any person representing or conducting business for an entity, signs below in his/her individual and personal capacity AND in his/her capacity as a representative of the entity, even if such entity is not herein identified.*

**CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING.
 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

BUYER / SELLER / TENANT / VENDORS

Signature	<u>Misty L Smith Johnson</u> Printed Name	<u>SMITH CHIROPRACTIC</u> Entity, if applicable	Date
Signature	Printed Name	Entity, if applicable	Date
Signature	Printed Name	<u>CITY OF HOBBS</u> Entity, if applicable	Date
Signature	Printed Name	Entity, if applicable	Date



**NEW MEXICO ASSOCIATION OF REALTORS®
COVID-19 ADDENDUM/AMENDMENT TO LISTING AGREEMENT – 2020**

⚠ This form is provided as a courtesy; it is not required to be used. The parties acknowledge that this situation is evolving daily; accordingly, this addendum is subject to any federal, state or local directives that override or alter applicable law, in which case to the extent practical this amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.

The following terms and conditions are hereby incorporated into and made part of the Listing Agreement dated: September 8, 2020 between Edge Realty Group (“Brokerage”) and SMITH CHIROPRACTIC by Misty L Smith Johnson (“Seller”) and relating to the following Property: 303 E Taylor St Hobbs NM 88240
 Address City Zip Code
Block 24, Tracts 10,11,12, Original Hobbs
 Legal Description
 Or see metes and bounds description attached as Exhibit _____, Lea County, New Mexico

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham issued a Proclamation of State of Emergency (“Emergency”). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be “Essential Businesses” and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare (“Order”). Real Estate services and those services related thereto were deemed essential.

Brokerage and Seller acknowledge that the Emergency and the Order may cause unanticipated delays or render it impossible for Brokerage or Seller to perform one or more obligations under the Listing Agreement (“Agreement”), including, but not limited to marketing of the Property, and therefore, mutually agree to **amend** the Agreement as follows:

1. **OPEN HOUSES:** Due to restriction on Mass Gatherings, as defined in the Order, there will be no physical Open Houses of the Property held until the Order is withdrawn or amended to increase the number of people permitted at Mass Gatherings. Nothing herein prevents or requires the holding of a virtual open house.
2. **SHOWINGS OF THE PROPERTY.**
 - A. **Right to Cease Showings.** By written notice to the other party, either party may decide that the Property will not be made available for physical showings during the Emergency. In the event the parties agree that the Property will continue to be physically shown during the Emergency, Seller acknowledges that Seller, and not Brokerage or Brokerage’s agents, is responsible for the condition of Seller’s Property.
 - B. **Seller to Take Reasonable Precautions.** To the extent that physical showings of the Property continue, Seller agrees to take reasonable precautions to safeguard Seller’s Property to protect the public against exposure to or the possibility of contracting COVID-19 by complying with federal, state and local directives and guidelines, including, but not limited to “The President’s COVID-19 Guidelines for America” and guidance from the Centers for Disease Control (CDC).
 - C. **Seller to Notify of Potential Exposure.** To protect invitees to Seller’s Property during the Emergency, Seller covenants to immediately inform Brokerage if Seller or any person residing within or visiting the Property is diagnosed with a confirmed case of COVID-19, or if Seller or any person residing within or visiting the Property has had direct contact within the past 14 days with an individual with a confirmed case of COVID-19 (irrespective of whether such party shows signs of sickness).
 - D. **Hold Harmless.** As a condition to Broker’s agreement to conduct or cooperate with other physical showings of the Property pursuant to this Addendum/Amendment, **Seller agrees to hold the listing brokerage and their agents, and any buyer’s brokerage and their agents, harmless from all claims for damages arising out of or relating to this Emergency or the showing or availability of the Property for showing during this Emergency.**
 - E. **Compliance with MLS Rules.** Should Seller’s preferences or restrictions upon marketing of the Property affect the status of Property in the MLS, Seller agrees to any and all adjustments to the listing to conform to MLS rules and regulations.



**NEW MEXICO ASSOCIATION OF REALTORS®
 COVID-19 ADDENDUM/AMENDMENT TO LISTING AGREEMENT – 2020**

- F. **Extension of Agreement.** If checked, at Brokerage’s sole discretion, the Agreement shall be extended by any period of time that Seller elects to cease showings of the Property.
 - G. **Tenant-Occupied Property.** If the Property is tenant-occupied, showings depend on the Tenant’s cooperation and adherence to applicable laws. If tenant prohibits showings of the Property, at Brokerage’s discretion, the Agreement shall extend for the period of time that Tenant makes the Property unavailable for showings.
3. **BROKERAGE’S RIGHT TO TERMINATE.** To the extent that any preferences or restrictions of Seller, or concerns relating to the performance of Brokerage’s responsibilities under this agreement during the Emergency, render marketing or sale of the Property impossible or unduly burdensome, Brokerage, in Brokerage’s sole discretion, may terminate the listing upon written notice to Seller. In the event of termination, any Compensation deemed earned under this agreement as of the date of termination shall be due and payable and the “Protection Period” shall commence to run as of the date of termination.
 4. **PERFORMANCE IN GOOD FAITH.** The parties have a duty to act in good faith. Any action taken by a party for purposes of delay not attributable to a bona fide COVID-19 Emergency or in a bad faith effort to avoid obligations under the Agreement shall constitute a Breach of the parties’ Agreement and entitle the non-breaching party to seek any and all remedies under law.
 5. **ADDENDUM/AMENDMENT CONTROLS.** Should any provision of this Addendum/Amendment conflict with any provisions of the Agreement, this Addendum/Amendment shall control.

BROKERAGE

Rusty R. Taylor
 Broker Name

Signature

Date

SELLERS

Signature

SMITH CHIROPRACTIC

Date

Signature

Misty L Smith Johnson

Date

Signature

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: Wastewater Reclamation Facility (WWRF) Asphalt Paving and Chip Seal Project
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 20, 2020
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The Project will finish the surface access roadways and site area of the new Aerobic Digesters and replace Paving and Chip Seal that was excavated and/or damaged as part of the construction of the new Aerobic Digesters at the Wastewater Reclamation Facility (WWRF).

The Project consists of site preparation and replacement of 1,392 square yards of existing Asphalt Pavement, the site preparation and installation of 11,235 square yards of Chip Seal Surface Treatment, and the site preparation and replacement of 2,926 square yards of existing Chip Seal Surface Treatment utilizing the City of Hobbs Annual Paving and Concrete Bid (1576-20) with Ramirez and Sons Construction.

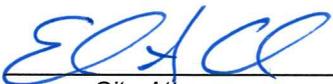
Fiscal Impact: \$177,356.40 (Including NMGRT) Reviewed By:  Finance Department

The total cost of the Project is \$177,356.40 (Including NMGRT).

An internal Enterprise Fund Transfer of \$90,000.00 from line item 624062-44901-00248 (Manhole Rehab Project) to line item 624062-44901-00205 (Digester Project) will be needed to fully fund the work.

Attachments:

- Ramirez and Sons Construction Pricing Quote Utilizing the Annual Agreement for Paving and Concrete – Bid Number 1576-20

Legal Review: Approved As To Form:  City Attorney

Recommendation:

Approve the WWRF Asphalt Paving and Chip Seal Project utilizing the City of Hobbs Annual Paving and Concrete Bid (1576-20) with Ramirez and Sons Construction at a cost of \$177,356.40.

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. _____

3404 N. Enterprise Dr.
Hobbs, NM 88240
PHONE (575) 492-0480

FAX (575) 492-0479

PROPOSAL



CITY OF HOBBS

PAGE 2
 BID DATE July 22, 2020
 PROJECT WWRF INSIDE PLANT ARE'S
 ESTIMATOR: RUSTY PAYTON- (575) 605-6946
 E-MAIL rustyrsi@hotmail.com

PHONE: _____
 FAX: _____
 E-MAIL: _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
AREA 1					
207003	SUB-GRADE PREPARATION (5001 PLUS SY)	7,560	SY	\$1.20	\$9,072.00
303004	STATE BASE COURSE DELIVERED TO SITE AND INSTALLED (1001 PLUS CY)	1,260	CY	\$12.50	\$15,750.00
427274	2" HOT-HOT INPLACE (5001 SY PLUS SY)	7560	SY	\$10.50	\$79,380.00
801000	CONSTRUCTION STAKING BY CONTRACTOR	1	LS	\$1,000.00	\$1,000.00
SUBTOTAL					\$105,202.00
TAX 6.8125%					\$7,166.89
TOTAL					\$112,368.89
ALTERNATE AREA 1					
207003	SUG-GRADE PREPARATION (5001 PLUS SY	7,560	SY	\$1.20	\$9,072.00
303004	STATE BASE COURSE DELIVERED TO SITE AND INSTALLED (1001 PLUS C	1,260	CY	\$12.50	\$15,750.00
408002	PRIME COAT MATERIAL , COMPLETE IN PLACE (2001 PLUS SY)	7,560	SY	\$0.90	\$6,804.00
***	DOUBLE PENETRATION CHIP SEAL BOTTOM LIFT 3/4" ROCK TOP LIFT 1/2	7560	SY	\$6.10	\$46,116.00
801000	CONSTRUCTION STAKING BY CONTRACTOR	1	LS	\$1,000.00	\$1,000.00
SUBTOTAL					\$78,742.00
TAX 6.8125%					\$5,364.30
TOTAL					\$84,106.30
(BY OTHERS: PERMITS AND TESTING REQUIRED)					
(NO OTHER WORK QUOTED ANY ITEMS NOT LISTED WILL BE QUOTED SEPERATELY					

NOTES

- Add Applicable taxes to price total.
- This proposal does not include: no final grading of sidewalk, no landscaping, no landscape grading, no testing or applicable taxes.
- We cannot be held responsible for any pavement settlement over utility ditches, trenches, foundations or any other work that has been constructed by others. We will not guarantee hot mix or drainage due to subgrade failure that has been constructed by others.
- All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become a change order over and above the estimate.
- All agreements contingent upon strikes, accident or delay beyond our control. Owner is to carry fire, tornado and all other necessary insurance.
- Our workers are fully covered by Workers Compensation Insurance.

PAYMENT TERMS

Payment to be made as follows: net amount due upon completion. Interest starts the 30th day from invoice date at the rate of 1.5% per month.

ACCEPTANCE

By signing ,the customer agrees that the above prices, notes, and terms are acceptable and authorizes commencement of work and procurement of materials.

Ramirez and Sons, Inc.

By: _____
 Print Name: Rusty Payton
 Title: Estimator
 Date: 7/22/2020

(Customer) CITY HOBBS

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

3404 N. Enterprise Dr.
 Hobbs, NM 88240
 PHONE (575) 492-0480
 FAX (575) 492-0479

PROPOSAL



PAGE: 1 - #3
 DATE: July 22, 2020
 PROJECT: WWRF INSIDE AREA
 ESTIMATOR: RUSTY PAYTON (575) 605-6946
 CONTRACTOR LICENSE: NM 83020
 E-MAIL: rustysr@hotmail.com

CITY OF HOBBS

PHONE: _____
 FAX: _____
 E-MAIL: _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
MAINTENANCE BUILDING					
207033	SUB-GRADE PREPARATON (1001 - 5000 SY)	3,675	SY	\$1.25	\$4,593.75
303003	STATE BASE COURSE DELIVERED TO SITE AND INSTALLED (501-1000 CY)	772	CY	\$13.00	\$10,036.00
423273	2" HOT-MIX SP IV IN PLACE	3675	SY	\$10.50	\$38,587.50
801000	CONSTRUCTION STAKING BY THE CONTRACTON #3	1	LS	\$800.00	\$800.00
SUBTOTAL					\$54,017.25
TAX 6.8125%					\$3,679.93
TOTAL					\$57,697.18
ALTERNATE					
207033	SUB-GRADE PREPARATION (1001 - 5000 SY)	3,675	SY	\$1.25	\$4,593.75
303003	STATE BASE COURSE DELIVERED TO SITE AND INSTALLED (501-1000 CY)	772	SY	\$13.00	\$10,036.00
408002	PRIME COAT MATERIAL IN PLACE (2000 PLUS SY)	3675	SY	\$0.90	\$3,307.50
***	DOUBLE PENETRATION - CHIP SEAL	3,675	SY	\$6.10	\$22,417.50
801000	CONSTRUCTION STAKING BY THE CONTRACTOR #3	1	LS	\$800.00	\$800.00
SUBTOTAL					\$41,154.75
TAX 6.8125%					\$2,803.67
TOTAL					\$43,958.42
(NO BID BOND INCLUDED) (BY OTHERS: PERMITS, TESTING, LAYOUT, SURVEYING, SEEDING, LANDSCAPING, TEMPORARY FENCE, SWPPP AND NO DIGGING OR BACKFILLING OF FOOTINGS)					
(NO OTHER WORK QUOTED ANY ITEMS NOT LISTED WILL BE QUOTED SEPERATELY)					

NOTES

- 1 Add Applicable taxes to price total.
- 2 This proposal does not include: no final grading of sidewalk, no landscaping, no landscape grading, no testing or applicable taxes.
- 3 We cannot be held responsible for any pavement settlement over utility ditches, trenches, foundations or any other work that has been constructed by others. We will not guarantee hot mix or drainage due to subgrade failure that has been constructed by others.
- 4 All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices.
- 5 Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become a change order over and above the estimate.
- 6 All agreements contingent upon strikes, accident or delay beyond our control. Owner is to carry fire, tornado and all other necessary insurance.
- 7 Our workers are fully covered by Workers Compensation Insurance.
- 8 No additional insurance i.e. owners and contractor protective liability, installation and equipment floater, builder's risk, etc. and no retainage per NM State Law, contingency fees and no allowances per work scope.

PAYMENT TERMS

Payment to be made as follows: net amount due upon completion. Interest starts the 30th day from invoice date at the rate of 1.5% per month.

ACCEPTANCE

By signing, the customer agrees that the above prices, notes, and terms are acceptable and authorizes commencement of work and procurement of materials.

Ramirez and Sons, Inc.

By: _____
 Print Name: Rusty Payton
 Title: Estimator
 Date: 7/22/2020

(Customer) CITY OF HOBBS

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

3404 N. Enterprise Dr.
 Hobbs, NM 88240
 PHONE (575) 492-0480
 FAX (575) 492-0479

PROPOSAL



PAGE 2 #4 - #5 - #6
 BID DATE July 22, 2020
 PROJECT WWRF INSIDE AREA
 ESTIMATOR: RUSTY PAYTON- (575) 605-6946
 E-MAIL rustyrsi@hotmail.com

CITY OF HOBBS

PHONE: _____
 FAX: _____
 E-MAIL: _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
**	SINGLE PENETRATION - CHIP SEAL #4	1,907	SY	\$2.25	\$4,290.75
				SUBTOTAL	\$4,290.75
				TAX 6.8125%	\$292.31
				TOTAL	\$4,583.06
30201	PROCESSING, PLACING & COMPACTING EXISTING PAVEMENT & BASE COURSE (8" DEPTH) COMPLETE IN PLACE (0-1000 SY)	907	SY	\$3.25	\$2,947.75
408001	PRIME COAT MATERIAL COMPLETE IN PLACE (0 - 2000 SY) #5	907	SY	\$0.90	\$816.30
***	DOUBLE PENETRATION - CHIP SEAL #5	907	SY	\$6.10	\$5,532.70
				SUBTOTAL	\$13,879.81
				TAX 6.8125%	\$945.56
				TOTAL	\$14,825.37
30202	PROCESSING, PLACING & COMPACTING EXISTING PAVEMENT & BASE COURSE (8" DEPTH) COMPLETE IN PLACE (1000-5000 SY)	1340	SY	\$3.00	\$4,020.00
423273	2" HOT-MIX SP IV COMPLETE IN PLACE (1001 - 5000 SY) #6	1,340	SY	\$10.50	\$14,070.00
80100	CONSTRUCTION STAKING BY CONTRACTOR	1	LS	\$500.00	\$500.00
				SUBTOTAL	\$18,590.00
				TAX 6.8125%	\$1,266.44
				TOTAL	\$19,856.44
	(BY OTHERS: PERMITS AND TESTING REQUIRED)				
	(NO OTHER WORK QUOTED ANY ITEMS NOT LISTED WILL BE QUOTED SEPERATELY)				

NOTES

- Add Applicable taxes to price total.
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- All material is guaranteed to be specified. All work to be completed in a professional manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become a change order over and above the estimate.
- All agreements contingent upon strikes, accident or delay beyond our control. Owner is to carry fire, tornado and all other necessary insurance.
- Our workers are fully covered by Workers Compensation Insurance.

PAYMENT TERMS

Payment to be made as follows: net amount due upon completion. Interest starts the 30th day from invoice date at the rate of 1.5% per month.

ACCEPTANCE

By signing, the customer agrees that the above prices, notes, and terms are acceptable and authorizes commencement of work and procurement of materials.

Ramirez and Sons, Inc.

By: _____

Print Name: Rusty Payton

Title: Estimator

Date: 7/22/2020

(Customer)

By: _____

Print Name: _____

Title: _____

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 8, 2020

SUBJECT: 2020 State Appropriation; 20-E2593 City of Hobbs Fire Department Aerial Purchase
DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: August 31, 2020
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

A State of New Mexico 2020 Legislative Capital Appropriation Project in the amount of \$1,500,000 has been awarded to the City of Hobbs Fire Department to purchase and equip a fire truck with an aerial platform. This project will address the need for a second aerial apparatus for the Hobbs Fire Department and the City of Hobbs. This project allows the department to continue the high level of service expected and currently provided throughout the community.

A resolution from the City of Hobbs Commission is required which authorizes the Mayor to sign the grant agreement, and designates an official representative and a Fiscal Officer who will be the points of contact and authorized signatory(s) for reimbursement requests and other documents required by the Department of Finance Administration.

Fiscal Impact: \$1,500,000 (revenue)

Reviewed By: [Signature] Finance Department

After execution of the grant agreement, the City will be eligible to submit for reimbursement of actual costs for the purchase of a fire truck with aerial platform and equipment up to the appropriation amount of \$1,500,000.00. The reversion date for this appropriation is June 30, 2022.

Attachments:

- 1. Resolution authorizing the Mayor to sign grant agreement 20-E2593
2. Grant Agreement 20-E2593; State of New Mexico, Department of Finance and Administration

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Approve a resolution authorizing the Mayor of the City of Hobbs to sign grant agreement 20-E2593 in the amount of \$1,500,000.00 to purchase and equip a fire truck with aerial platform for the City of Hobbs Fire Department.

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. 6970

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT
2020 CAPITAL APPROPRIATION PROJECT NUMBER 20-E2593
PURCHASE AND EQUIP FIRE TRUCK WITH AERIAL PLATFORM FOR THE CITY OF
HOBBS FIRE DEPARTMENT

WHEREAS, the State of New Mexico 2020 Legislative Capital Appropriation Project has been awarded to the City of Hobbs Fire Department; and

WHEREAS, this grant is for the purchase and equipping of a fire truck with an aerial platform; and

WHEREAS, this project will address the need for a second aerial apparatus for the Hobbs Fire Department and the City of Hobbs;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for the Project No. 20-E2593, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20 ___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Hobbs**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 249, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2593 \$1,500,000.00 Appropriation Reversion Date: 6/30/2022
Laws of 2020, Chapter 81, Section 35, Para. 249, One Million Five Hundred Thousand Dollars (\$1,500,000.00) to purchase and equip a fire truck and an aerial platform apparatus for the fire department in Hobbs in Lea county.

The Grantee's total reimbursements shall not exceed One Million Five Hundred Thousand Dollars **(\$1,500,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP")^[1], if applicable, Zero Dollars **(\$0.00)**, which equals One Million Five Hundred Thousand Dollars **(\$1,500,000.00)** (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- B. Project funds shall not be used for purposes other than those specified in the Project Description.
- C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Hobbs
 Name: Berry Young
 Title: Deputy Fire Chief
 Address: City Hall, 200 East Broadway St., Hobbs, NM 88240
 Email: byoung@hobbsnm.org
 Telephone: (575) 397-8606

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Hobbs
 Name: Toby Spears
 Title: Finance Director
 Address: City Hall 200 East Broadway St., Hobbs, NM 88240
 Email: tspears@hobbsnm.org
 Telephone: (575) 397-9235

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Maxx PL Hendren
Title: Project Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico,
Email: 87501 MaxxP.Hendren@state.nm.us
Telephone: (505) 827-4747

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

A. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

A. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Hobbs** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Hobbs'** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Hobbs**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Hobbs** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Hobbs** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Hobbs'** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Hobbs

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: Sept. 8th, 2020

SUBJECT: AWARD BID 1581-20 RV SPACE ELECTRICAL RENOVATION AT HARRY MCADAMS PARK RV CAMPGROUND

DEPT. OF ORIGIN: Parks and Open Space Department

DATE SUBMITTED: 08-13-2020

SUBMITTED BY: Bryan Wagner, Parks and Open Space Director

Summary:

Bids were opened at 3:00 PM on Thursday August 6, 2020 for Bid No. 1581-20 for the electrical renovation at Harry McAdams Park RV Campground. This will replace and update all electrical to the existing RV spaces at Harry McAdams RV Campground. The existing electrical infrastructure is in dire need of replacement and upgrade to current electrical code for the State of New Mexico, which currently serves 16 RV spaces.

An advertisement for Bid 1581-20 was placed in the local newspaper; it was also sent out potential bidders and placed in plan holder rooms. The City of Hobbs received 6 bids.

BIDDER	TOTAL BID
SOUTHEAST ELECTRIC	\$128,214.34
KLEIN AUTOMATION	\$78,500.00
APIC SOLUTIONS	\$86,645.00
B & D INDUSTRIES	\$326,798.93
IPS	\$56,732.68
KIRKMEYER	\$141,495.00

It is the recommendation of the Parks and Open Space Dept. to award Bid No. 1581-20 to Ingram Professional Services of Hobbs New Mexico. In the amount of \$56,732.68 plus GRT.

Fiscal Impact:

Reviewed By: _____

Finance Department

Amount: \$56,732.68 + GRT
Budget Number: 010-0326-42501
FY 21 Budget Available: \$111,737.24

Note: Since the Total Bid Price was under \$60,000, the Performance and Payment Bond will not be necessary. In addition, Minimum Public Works Wage Scale will not apply.

Attachments:

Bid Documents

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation: Award Bid 1581-20 to Ingram Professional Services of Hobbs New Mexico

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. _____

Bid Summary

BID/PROPOSAL NO. 1581-20

FURNISH RV Spare Electrical Reno Harry McAdams RV Campground

Bidder	Southwest Electric	Klein Automation	Apic Solutions	B + D Industries
NM Contractors License No.	94200	EE98-91231	373987	1426
Bid Bond	✓	✓	✓	✓
Addendum(s)	✓	✓	✓	✓
Bid Form	✓	✓	✓	✓
List of Subcontractors	✓	✓	✓	✓
Resident Bidders Pref No.	✓	✓	✓	✓
Veterans Preference	✓	✓	✓	✓
Campaign Cont. Dis. Form	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Related Party Disclosure Form	✓	✓	✓	✓
Non-Debarment Cert	✓	✓	✓	✓
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	\$128,214 ³⁴	\$78,500 ⁰⁰	86,645 ⁰⁰	326,798 ⁹³

Bid Summary

BID/PROPOSAL NO. 1581-20

FURNISH RV Space Electrical Reno Harry McAdams RV Campground

Bidder	JPS	Kochmeyer		
NM Contractors License No.	379444	10831		
Bid Bond	✓	✓		
Addendum(s)	✓	✓		
Bid Form	✓	✓		
List of Subcontractors	✓	—		
Resident Bidders Pref No.	✓	✓		
Veterans Preference	✓	✓		
Campaign Cont. Dis. Form	✓	✓		
Non-Collusion Affidavit	✓	✓		
Related Party Disclosure Form	✓	✓		
Non-Debarment Cert	✓	✓		
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	\$56,732 ⁶⁵	\$141,495 ⁰⁰		

SECTION 3 - BID FORM (Lump Sum Contract)

Bid No. BID #1581-20

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

DATE: 8/6/20

Bid of Ingram Professional Ser.Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Mexico to the City of Hobbs (hereinafter called "OWNER").

**RV SPACE ELECTRICAL RENOVATIONS AT HARRY MCADAMS PARK RV
CAMPGROUND**

Gentlemen:

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

1. Advertisement for bids dated July 12, 2020.
2. The contract documents, including General Conditions, Project Description, Special Conditions, Specifications and Supplemental Specification as prepared by **Teske Architects**.
3. Construction Plans and Specification as prepared by **Teske Architects**.

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 – Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 – Contract.

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

1. By the signing of this Bid Proposal, the Bidder hereby attests that all subcontractors and suppliers he intends on using on this Project (Base Bid and any Alternates) meet or exceed all requirements (including Prior Approval - **A MINIMUM OF 10 DAYS BEFORE BID DATE - SEE Information for Bidders, for more on Prior Approvals**) and qualifications for their respective portions of the Work as set forth in the Project Manual and the Drawings.
2. The Bidder must include in his Bid the costs of all tests.
3. The Bidder acknowledges receipt of the following Addenda:
4. PI **Initial** in acknowledgment of the following: Bidder understands that the Owner reserves the right to reject any or all bids, to accept any bid, and to waive any and all formalities or technicalities.
5. PI **Initial** in acknowledgment of the following: Attached (on bidders letterhead) as part of this Bid Form, is the Bidders statement acknowledging if any asbestos containing materials will be used in the construction of this project and listing what said materials are and what percent they contain asbestos.
6. PI **Initial** in acknowledgment of the following: **CONTRACT CLOSE-OUT** - The Bidder acknowledges all warranties/guarantees addressed in the Bid Documents and agrees to fulfill their commitment of same. Bidder understands the ramifications involved if the Close-Out portion of the work is not completed within 4-months. See #30 in Information for Bidders for more information.
7. PI **Initial** in acknowledgment of the following: **WARRANTIES SUBMITTALS** - The Bidder agrees to submit copies of all manufacture warranties along with the other submittals (as specified in Division 1, Para. 1.5).
8. PI **Initial** in acknowledgment of the following: Bidder acknowledges the Modification Allowance and understands the stipulations thereof.
9. PI **Initial** in acknowledgment of the following: Bidder agrees that this Bid will be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.
10. PI **Initial** in acknowledgment of the following: Bidder understands and will comply with the following. Page 2 of each Pay Request will now contain a separate Line Item to address the Close-Out portion of the project. SEE #26 in Information for Bidders for more information.
11. PI **Initial** in acknowledgment of the following: Bidder understands and will comply with the ramifications involved if the Architect has to perform more than two Project Reviews to determine 'final completion' of the project. SEE 9.10 & 9.11 in Supplementary General Conditions for detailed information.

PART 1 – BID

BASE BID FOR: RV Park Electrical Renovations at Harry McAdams RV Campground as prepared by Teske Architects. For all Base Bid work described in the Contract Documents Bidder agrees to perform this work for the sum(s) of:

BASE BID: \$ 56,732.68

Fifty Six Thousand seven hundred thirty two dollars ^{68/100} (Written Bid Price)

IMPORTANT Modification allowances shall be included in the Base Bid and all alterriates, as applicable. In the event modifications are not requested or the sum used is less than the allowances shown, the remainder of the allowance will be returned to the Owner. See SECTION 01020 for further information and clarifications.

CONSTRUCTION TIME: The Bidder hereby agrees to complete all work in the Contract Documents to a point of Substantial Completion no later than 28 **calendar days** from the date set forth in the written Notice to Proceed, issued by the Architect.

UNIT PRICES: The undersigned agrees that the following unit prices shall determine the value of extra work or changes, as applicable. The unit prices shall be considered complete including all material and equipment, labor, installation costs, and overhead costs, and shall be used uniformly for either additions or deductions to the work:

1. Unit Price, per Lineal Foot, for excavating and backfilling utility trench as detailed:

(\$ 19.74)

2. Unit Price, per Lineal Foot, for installation of PVC conduit sized as detailed:

(\$ 4.70)

3. Unit Price, per Square Foot, for removal and replacement of existing asphalt paving:

(\$ 63.25)

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

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

Receipt of Addenda to be acknowledged

Addendum No. 1 Date 7/20/20
Addendum No. 2 Date 7/31/20
Addendum No. _____ Date _____
Addendum No. _____ Date _____

The Bid is hereby respectfully submitted by:

Ingram Professional Services, Inc.
Name of Bidder.

[Signature] 8/6/2020
By (Signature) Date

(SEAL) if Bid is by Corp.

Philip Ingram, President
Printed Name & Title

New Mexico Contractor's
License Number

379444

1612 West Sanger
Address

New Mexico Contractor's
Resident Bidder's Preference
Number

Hobbs NM 88240
City & State Zip

595-393-1417
Telephone Number

New Mexico Contractor's
Resident Veterans Preference
Number

Workforce Solutions Registration
Number

10003615

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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



Signature

8-6-2020

Date

President

Title (Position)

Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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



NON-COLLUSION AFFIDAVIT

STATE OF NM)

CITY OF Hobbs)

Philip Ingram (name) being first duly sworn, deposes and

says that he/she is (title) President

of (organization) Ingram Professional Services, Inc.

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

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

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

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

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

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

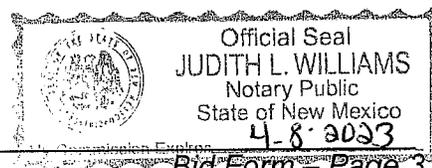
By: [Signature]

Title: President

SUBSCRIBED and sworn to before me this 6th day of August, 2020

Notary Public: Judith L. Williams

My Commission Expires: April 8, 2023



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

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

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

I acknowledge:

Company Name: Ingram Professional Services, Inc.

Signature 

Print Name Philip Ingram

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

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

YES ___ NO X

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, elected officials, or City of Hobbs employees and have you had any of the following transactions beginning the current calendar year to which City of Hobbs was, is to be, a party?

Sales, Purchase or leasing of property? YES ___ NO X
Receiving, furnishing of goods, services YES ___ NO X
or facilities?
Commissions or royalty payments? YES ___ NO X

3. Does any member of the City Commission, elected officials, or City of Hobbs employees, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?

YES ___ NO X

4. At any time, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission, elected officials, or City of Hobbs employees?

YES ___ NO X

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

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

YES ___ NO X

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

Signature of Owner or Company President 

Date 8.6.2020

(Print Name and Title): Philip Ingram President

SECTION 4 - BID BOND

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

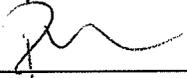
THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, 20___, to the City of Hobbs, New Mexico, for:

**RV SPACE ELECTRICAL RENOVATIONS AT HARRY MCADAMS PARK RV
CAMPGROUND**

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative pursuant to authority of its governing body.

In presence of:



(Individual Principal) (SEAL) (Business Address)

(Partnership) (SEAL) (Business Address)

ATTEST: _____ By: _____
(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

By: _____

ATTEST: _____
(Corporate Surety)

Affix
Corporate
Seal

By: _____

COUNTERSIGNED:

By: _____

Attorney-in-Fact, State of _____

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

SECTION 5 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____ a (2) _____ hereinafter called "PRINCIPAL" and (3) of _____, State of _____, hereinafter called the "SURETY", are held and firmly bound unto (4) City of Hobbs, New Mexico, a New Mexico municipal corporation, Lea County, New Mexico, hereinafter called "OWNER", in the penal sum of Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**RV SPACE ELECTRICAL RENOVATIONS AT HARRY MCADAMS PARK RV
CAMPGROUND**

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or addition to these terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed as an original, this the _____ day of _____, 20__.

ATTEST:

Principal

Principal-Secretary
(SEAL)

By: _____

Witness as to Principal

Title

Principal Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

Surety Address

(SEAL)

Witness as to Surety

Note: Date of Bond must not be prior to date of contract.

- (1) Correct name of Contractor.
- (2) A corporation, a partnership, or an individual as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) If Contractor is partnership, all partners should execute Bond.

SECTION 6 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called "Principal", and (3) _____ of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto (4) City of Hobbs, a New Mexico municipal corporation, Lea County, New Mexico, hereinafter called "Owner", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

**RV SPACE ELECTRICAL RENOVATIONS AT HARRY MCADAMS PARK RV
CAMPGROUND**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including, but not limited to, all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

Principal-Secretary

(SEAL)

By: _____

Witness as to Principal

Title

Principal Address

Surety

ATTEST:

Attorney-in-Fact

(Surety) Secretary

Surety Address

(SEAL)

Witness as to Surety

Note: Date of Bond must not be prior to date of contract.

- (1) Correct name of Contractor.
- (2) A corporation, partnership, or individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) If Contractor is partnership, all partners should execute Bond.

This bond is issued simultaneously with Performance Bond in favor of contracting agency for the faithful performance of the contract.

SECTION 7 - CONTRACT
**RV SPACE ELECTRICAL RENOVATIONS AT HARRY MCADAMS PARK RV
CAMPGROUND**

This Contract, the "Contract," is made and entered into the 6th day of August, 2020, between the CITY OF HOBBS, a municipal corporation, hereinafter referred to as "OWNER," and Ingram Professional Inc, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and upon the terms, conditions and provisions set forth below, OWNER and CONTRACTOR agree as follows:

I. SCOPE OF CONTRACTOR'S WORK

A. CONTRACTOR will complete the **RV SPACE ELECTRICAL RENOVATIONS AT HARRY MCADAMS PARK RV CAMPGROUND**, hereinafter referred to as the "Project," by furnishing all materials, labor, machinery, equipment and tools necessary to furnish and install electrical renovations.

B. All construction shall further be in accordance with, and this Contract shall include, and CONTRACTOR shall be bound by all provisions of the Project Manual and Architect's Specifications, as amended and revised by the Supplemental Specifications, which are incorporated herein by reference.

C. All construction shall further be in accordance with, and this Contract shall include all provisions of the following documents, which documents are hereby incorporated herein by reference, and which documents the parties hereby acknowledge that they possess and have knowledge of their contents: (1) Bid; (2) Performance Bond; (3) Payment Bond; (4) Certificate of Insurance; (5) Wage Rate Determination(s); (6) General Conditions; (7) Supplemental General Conditions; (8) Specification and/ or Supplemental Specifications; (9) Project Drawings.

II. COMPENSATION

A. CONTRACTOR shall perform the construction of the Project on a per unit basis in accordance with the bid quantities. The parties understand and agree that the total price of this Contract is based upon price quotes for certain items of goods multiplied by the estimated number of units which will be required for the Project. The parties understand and agree that all parties have made a serious good faith effort to arrive to the closest and most accurate estimates possible and that certain adjustments in quantity may have to be made as performance under this project proceeds. However, the parties agree that the unit prices quoted, as well as the figure quoted for services, will remain the same, unless otherwise provided herein. The "Bid," previously incorporated herein by reference, sets forth the unit prices, estimated number of units, and the figures for service, which figures have been used to arrive at the Bid item prices shown on the Bid. The Bid sets forth the **TOTAL BID PRICE** 570,722.68
. New Mexico Gross Receipts Tax will be added to this amount at the time of billing.

B. OWNER agrees to pay CONTRACTOR as provided for in the "General Conditions," incorporated herein by reference.

III. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Both owner and contractor agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of **\$500 (FIVE HUNDRED DOLLARS)** per calendar day as liquidated damages for each calendar day the project is not **substantially complete**, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by the owner as reimbursement; or in the case of damage costs due to the contractor, be billed to the owner on the final pay request once all the punch-list items are corrected upon final project completion.

B. For purposes of this section, the contract time shall be calculated as the time allowed from the date stated in the Notice-to-Proceed to no later than 28 calendar days for Substantial Completion, with days added for agreed-upon weather days, days added for owner-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or owner-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an owner-caused delay can only be counted, if no other work could be performed each day of the claimed delay.

C. For purposes of this specific project, Substantial Completion shall be defined as the date the owner's representative certifies the project construction, or a specified part of, is sufficiently finished to allow the owner to use the project, or specified part thereof, in the manner for which it was intended. More specifically to this project, substantial completion shall include at a minimum, completion of all the following:

- Traffic Control on the Project is no longer needed and the project open for public use.
- All earthwork and grading completed; including removal of rocks greater than 1 ½" diameter from disturbed areas.
- All project structures and improvements installed and in working order.

IV. INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend OWNER and its employees, officers and agents, against liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage to property caused by or arising out of the acts or omissions of CONTRACTOR, its officers, employees or agents.

V. MISCELLANEOUS

A. CONTRACTOR shall not transfer or assign his interest in this Contract without prior written approval from OWNER.

B. Insofar as authorized by law, this Contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.

C. It is mutually understood and agreed that this Contract shall be governed by the laws of the State of New Mexico, both as to interpretation and performance, and jurisdiction and venue relating to any litigation or dispute arising out of this Contract shall be in Lea County, New Mexico, only.

D. If any part of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part thereof shall be invalidated, and all other parts hereof shall remain valid and enforceable.

E. The foregoing Contract, inclusive of all documents identified herein and incorporated herein by reference, constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

F. Any change order shall be in writing and signed by both parties prior to any work begins pursuant to the change order.

IN WITNESS WHEREOF, the parties hereto have executed four (4) copies of this Contract, each of which shall be deemed an original, on the day and the year first above written.

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

City Attorney

Owner:

THE CITY OF HOBBS, NEW MEXICO

By _____
SAM COBB, Mayor

Contractor:

By: _____

Title: _____

Secretary

SECTION 8 - INSURANCE CERTIFICATE

<<<This sheet shall be replaced with the awarded contractor's Certificate of Insurance>>

Insurance Coverage:

The Contractor shall obtain, and provide proof thereof, to the Owner 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 the following combined single limit for bodily injury and property damage.

- \$1,000,000 Per Occurrence
- \$2,000,000 Aggregate

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 on all coverages.

Contractor shall further obtain and provide proof to the Owner of any other insurance coverage required by the statutes of the State of New Mexico or regulations of any agency of the State of New Mexico governing this type of Project.

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

Contractor covenants, warrants, and agrees that it shall indemnify, defend, save and hold the City of Hobbs, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents (collectively and individually as "Owner") harmless from any and all liability, damage, expense, cause of action, suits, claims, judgments, losses, costs, expenses, and liens, of every kind and nature, including, but not limited to, those arising from injury to person(s) or damage to property, arising out of, resulting from, or occurring during this project. This indemnification and hold harmless by Contractor to the City of Hobbs (Owner) shall include, but not be limited to, the City of Hobbs' (Owner's) attorney's fees and costs incurred in defending against the same, and in prosecuting any crossclaims or counterclaims required or arising therefrom.

SECTION 9 – PREVAILING WAGE RATES



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: HARRY MCADAMS CAMPGROUND ELECTRICAL
Requested Date: 05/19/2020
Approved Date: 05/20/2020
Approved Wage Decision Number: LE-20-1068-A

Wage Decision Expiration Date for Bids: 09/17/2020

2) Physical Location of Jobsite for Project:
Job Site Address: 5500 JACK GOMEZ BLVD.
Job Site City: HOBBS
Job Site County: Lea

3) Contracting Agency Name (Department or Bureau): CITY OF HOBBS
Contracting Agency Contact's Name: SHELLY RAULSTON
Contracting Agency Contact's Phone: (575) 397-9244 Ext.

4) Estimated Contract Award Date: 08/01/2020

5) Estimated total project cost: \$65,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: REPAIR AND UPGRADE ELECTRICAL SERVICE AT ALL CAMPING SITES.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$65,000.00	REPAIR AND UPGRADE ELECTRICAL SERVICES AT ALL CAMPING SITES



TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	24.63	11.24
Carpenter- Los Alamos County	27.80	13.19
Cement Mason	17.42	6.81
Ironworker	27.00	15.75
Painter- Commercial	17.00	6.88
Plumber/Pipefitter	30.76	11.62
Electricians- Outside Classifications: Zone 1		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications: Zone 2		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications: Los Alamos		
Ground man	23.94	12.85
Equipment Operator	34.35	15.60
Lineman/ Technician	40.41	17.21
Cable Splicer	44.45	18.28
Laborers		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
Operators		



Group I	18.79	6.34
Group II	19.72	6.34
Group III	19.82	6.34
Group IV	19.93	6.34
Group V	20.03	6.34
Group VI	20.21	6.34
Group VII	20.37	6.34
Group VIII	20.66	6.34
Group IX	28.16	6.34
Group X	31.41	6.34
Truck Drivers		
Group I-IX	16.45	7.87

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

SECTION 10 - STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Owner in writing.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and New Mexico Contractor's License Number.
2. Permanent main office address.
3. When organized:
4. If a corporation, where incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
7. With the Bid, please attach a list of subcontractors to be used on the Project with a description of the work they will perform, an outline of your proposed Project schedule and a résumé/job description of the Project superintendent.
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? If so, where and why? Are you presently in good standing with local, state and federal governing agencies in terms of compliance with all ordinances, statues, acts and codes?
10. Have you ever defaulted on a contract? If so, where and why?
11. List five (5) references of similar work completed within the last three years as well as an A305 document (include contact name, address, current telephone number and project address).
12. List your major equipment available for this contract.
13. Experience in construction and landscape work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.

15. Credit available: \$ _____

16. Give bank reference:

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

By: _____

Title

State of nm)
County of lea) ss.

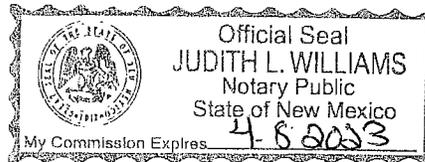
(name), being duly sworn, deposes and says that he is _____ (title) of _____ (company) and all foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 6th day of August, 2020

Judith L. Williams
Notary Public

My commission expires:

April 8, 2023





GIS/GPS Procedures for Data Collection Compliance For City Project

Document Summary

The following requirements ensure that the City's GIS standards, for data collection, are properly met during the Contractors facilitation of the project. This safeguards the accurate progression of the City's GIS digital infrastructure and provides accurate location information for future developments within the project area.

Section 1.0 – Required Actions and Conduct in Performance of Project

- a. Assist GIS staff with data collection efforts by establishing a schedule/data collection plan before construction; and notifying the GIS staff 48 hours prior to, if possible, any alterations of the schedule, work, or location.
- b. Provide access to all elements as proscribed below. If the Contractor doesn't follow this policy for any underground infrastructure, the City may require the Contractor re-expose these elements for the GIS staff, per this policy, at no additional cost.

Section 2.0 - Longitudinal Elements Required

For all pipes, leave a two foot (2') long section of pipe exposed to the spring line for data collection. For jointed pipe, the two foot (2') section shall be centered at a joint.

For any straight runs of pipe, every 80 Ft. preferred; 100 Ft Required

For any alignment changes in direction both Vertical & Horizontal every Joint or 20 Ft. (e.g., PI's, Bends, Pipe Deflection, etc.)

Sections 3.0 – Stationary Project Elements Required

All fittings (e.g., taps, solid sleeves, repair clamps, reduces, tees, wyes, caps, elbows, etc.), leave entirely exposed

All valves, leave entirely exposed

Sections 4.0 – External Elements Encountered Required

- a. Any *Component, of any existing service feature*, broken or in operation, that's exposed in the course of excavation or installation of any new utility or infrastructure for the city, shall be entirely exposed for data collection.

Disclaimer

These procedures are subject to revision and review, at any time, in accordance with the procedures and scope of the project, as noted. Any suggestions about these requirements are encouraged; please submit to the City's Engineer for review.

**REQUIRED DOCUMENTS
CLOSE-OUT
WARRANTIES / LIEN WAIVERS**

- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- Consent of Surety Company to Final Payment
- Contractor's 1-Year Guarantee – Warranty
- Contractor's Guarantee – Warranty for Beyond 1 Year
- Contractor Waiver of Final Lien
- SubContractor / Supplier Guarantee - Warranty

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA Document G706

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT:

(name, address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes) (no).

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this
day of

19

Notary Public:

My Commission Expires:

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT:

(name, address)

State of:

County of:

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this
day of

19

Notary Public:

My Commission Expires:

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____ 19 _____

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

CONTRACTOR'S 1-YEAR GUARANTEE - WARRANTY

PROJECT NAME : _____

PROJECT ADDRESS: _____ COUNTY _____

OWNER NAME : _____

CONTRACTOR : _____

FOR ABOVE NAMED PROJECT, WE HEREBY GUARANTEE THAT ALL THE WORK PERFORMED AND MATERIALS, EQUIPMENT, & APPLIANCES INSTALLED IN UNDER THE CONTRACT DOCUMENTS, FOR THE ABOVE NAMED OWNER, HAS BEEN DONE IN ACCORDANCE WITH THE DRAWINGS & SPECIFICATIONS AND THAT THE WORK, AS PERFORMED AND/OR INSTALLED, WILL FULFILL THE REQUIREMENTS OF THE GUARANTY-WARRANTY INCLUDED IN THE SPECIFICATIONS. WE AGREE TO REPAIR OR REPLACE ANY OR ALL OF OUR WORK, TOGETHER WITH ANY OTHER ADJACENT WORK WHICH MAY BE DISPLACED BY SO DOING, THAT MAY PROVE TO BE DEFECTIVE IN IT'S MATERIAL OR WORKMANSHIP (UNUSUAL ABUSE OR NEGLIGENCE EXCEPTED) WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION (_____) OF THE ABOVE NAMED PROJECT, WITHOUT ANY EXPENSE, WHATSOEVER, TO THE OWNER.

IN THE EVENT OF OUR FAILURE TO COMPLY WITH THE ABOVE MENTIONED CONDITIONS WITHIN THIRTY DAYS AFTER BEING NOTIFIED IN WRITING BY THE OWNER, WE COLLECTIVELY OR SEPARATELY DO HEREBY AUTHORIZE THE OWNER TO PROCEED TO HAVE SAID DEFECTS REPAIRED AND MADE GOOD AT OUR EXPENSE, AND WE WILL HONOR AND PAY THE COSTS AND CHARGES THEREFORE UPON DEMAND.

SIGNATURE

DATE

PRINTED NAME

TITLE

- ** Warranties are not intended to cover failures which result from the following:
- unusual or abnormal phenomena of the elements
 - owner's misuse, maltreatment, or improper maintenance of work
 - vandalism after substantial completion
 - insurrection or acts of aggression, including war

CONTRACTOR'S GUARANTEE - WARRANTY FOR BEYOND 1 YEAR

PROJECT NAME : _____
PROJECT ADDRESS: _____ COUNTY _____
OWNER NAME : _____
SUBCONTRACTOR/
SUPPLIER : _____
CONTRACTOR : _____

FOR ABOVE NAMED PROJECT, WE HEREBY GUARANTEE THAT THE WORK PERFORMED AND MATERIALS, EQUIPMENT, & APPLIANCES INSTALLED, NAMELY, _____

UNDER THE CONTRACT DOCUMENTS, FOR ABOVE NAMED OWNER, HAS BEEN DONE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS AND THAT THE WORK, AS PERFORMED AND/OR INSTALLED, WILL FULFILL THE REQUIREMENTS OF THE GUARANTY-WARRANTY INCLUDED IN THE SPECIFICATIONS. WE AGREE TO REPAIR OR REPLACE ANY OR ALL OF OUR WORK, TOGETHER WITH ANY OTHER ADJACENT WORK WHICH MAY BE DISPLACED BY SO DOING, THAT MAY PROVE TO BE DEFECTIVE IN IT'S MATERIAL OR WORKMANSHIP (ORDINARY WEAR & TEAR AND UNUSUAL ABUSE OR NEGLIGENCE EXCEPTED) WITHIN A PERIOD OF ____ YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION (_____) OF THE ABOVE NAMED PROJECT, WITHOUT ANY EXPENSE, WHATSOEVER, TO THE OWNER.

IN THE EVENT OF OUR FAILURE TO COMPLY WITH THE ABOVE MENTIONED CONDITIONS WITHIN THIRTY DAYS AFTER BEING NOTIFIED IN WRITING BY THE OWNER, WE COLLECTIVELY OR SEPARATELY DO HEREBY AUTHORIZE THE OWNER TO PROCEED TO HAVE SAID DEFECTS REPAIRED AND MADE GOOD AT OUR EXPENSE, AND WE WILL HONOR AND PAY THE COSTS AND CHARGES THEREFORE UPON DEMAND.

SIGNATURE

DATE

PRINTED NAME

TITLE

- ** Warranties are not intended to cover failures which result from the following:
- unusual or abnormal phenomena of the elements
 - owner's misuse, maltreatment, or improper maintenance of work
 - vandalism after substantial completion
 - insurrection or acts of aggression, including war

CONTRACTOR'S WAIVER OF FINAL LIEN

TO WHOM IT MAY CONCERN:

PROJECT NAME : _____
PROJECT ADDRESS : _____ COUNTY: _____
OWNER NAME : _____
CONTRACTOR : _____
FINAL CONTRACT SUM (NO TAX) : _____
SUBSTANTIAL COMPLETION DATE : _____

WHEREAS, I, THE UNDERSIGNED, HAVE BEEN EMPLOYED BY SAID OWNER TO FURNISH LABOR AND MATERIALS FOR SAID PROJECT.

NOW, THEREFORE, KNOW YE, THAT SAID CONTRACTOR, FOR AND IN CONSIDERATION OF THE SUM OF:
_____ (\$ _____)
(SPELL OUT SUM OF MONEY)

PLUS APPLICABLE TAXES, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THAT THIS WAIVER OF RELEASE INCLUDES THE CONTRACTOR, ALL SUBCONTRACTORS, AND ALL SUPPLIERS OF MATERIALS AND EQUIPMENT.

THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO HEREBY WAIVE AND RELEASE ANY AND ALL LIEN OR CLAIM, OR RIGHT OF CLAIM ON SAID ABOVE DESCRIBED PROJECT UNDER THE STATUTES OF THE STATE OF _____, RELATING TO MECHANIC'S LIENS ON ACCOUNT OF LABOR, MATERIALS, OR BOTH FURNISHED UP TO THIS DATE BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID OWNER.

SIGNED: _____
SIGNATURE

PRINTED NAME

TITLE

GIVEN UNDER MY HAND AND SEAL ON THE _____ DAY OF _____, 199_____.

NOTARY PUBLIC:

SUBCONTRACTOR /SUPPLIER GUARANTEE - WARRANTY

PROJECT NAME : _____

PROJECT ADDRESS: _____ COUNTY _____

OWNER NAME : _____

SUBCONTRACTOR/
SUPPLIER : _____

CONTRACTOR : _____

FOR ABOVE NAMED PROJECT, WE HEREBY GUARANTEE THAT THE WORK PERFORMED AND MATERIALS, EQUIPMENT, & APPLIANCES INSTALLED, NAMELY, _____

UNDER THE CONTRACT DOCUMENTS, FOR ABOVE NAMED OWNER, HAS BEEN DONE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS AND THAT THE WORK, AS PERFORMED AND/OR INSTALLED, WILL FULFILL THE REQUIREMENTS OF THE GUARANTY-WARRANTY INCLUDED IN THE SPECIFICATIONS. WE AGREE TO REPAIR OR REPLACE ANY OR ALL OF OUR WORK, TOGETHER WITH ANY OTHER ADJACENT WORK WHICH MAY BE DISPLACED BY SO DOING, THAT MAY PROVE TO BE DEFECTIVE IN IT'S MATERIAL OR WORKMANSHIP (ORDINARY WEAR & TEAR AND UNUSUAL ABUSE OR NEGLIGENCE EXCEPTED) WITHIN A PERIOD OF ____ YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION (_____) OF THE ABOVE NAMED PROJECT, WITHOUT ANY EXPENSE, WHATSOEVER, TO THE OWNER.

IN THE EVENT OF OUR FAILURE TO COMPLY WITH THE ABOVE MENTIONED CONDITIONS WITHIN THIRTY DAYS AFTER BEING NOTIFIED IN WRITING BY THE OWNER, WE COLLECTIVELY OR SEPARATELY DO HEREBY AUTHORIZE THE OWNER TO PROCEED TO HAVE SAID DEFECTS REPAIRED AND MADE GOOD AT OUR EXPENSE, AND WE WILL HONOR AND PAY THE COSTS AND CHARGES THEREFORE UPON DEMAND.

SUBCONTRACTOR / SUPPLIER (CIRCLE ONE)

CONTRACTOR:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

** Warranties are not intended to cover failures which result from the following:

- unusual or abnormal phenomena of the elements
- owner's misuse, maltreatment, or improper maintenance of work
- vandalism after substantial completion
- insurrection or acts of aggression, including war