

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1
Christopher R. Mills – District 2
Larron B. Fields – District 3
Joseph D. Calderón – District 4
Dwayne Penick – District 5
Don R. Gerth – District 6

City Manager

Manny Gomez

September 6, 2022



Hobbs City Commission

Regular Meeting

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

Tuesday, September 6, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

This meeting is open to the public to attend. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on September 6, 2022, addressed to the City Clerk by email at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 15, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, September 6, 2022.

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

2. Resolution No. 7240 – Authorizing the Re-Appointment of Scotty Holloman and Brian Belyeu to the Labor Management Relations Board *(Mayor Sam Cobb)*
3. Resolution No. 7241 – Authorizing Various Appointments to the Community Affairs Board, Cemetery Board and Lea County Solid Waste Authority *(Mayor Sam Cobb)*
4. Resolution No. 7242 – Authorizing a Contribution of \$25,000.00 to the Eddy-Lea Energy Alliance, LLC *(Mayor Sam Cobb)*
5. Resolution No. 7243 – Authorizing Adoption of the Required Community Development Block Grant (CDBG) Annual Certifications and Commitments (2022) *(Todd Randall, City Engineer)*
6. Resolution No. 7244 – Approving the Vacation and Replat of a Portion of Skelly Street and Roxanna Street and Alleys Within Blocks 31, 44 and 47 of the First Unit of the Humble City Subdivision Located Outside of the Municipal Boundaries *(Kevin Robinson, Planning Department)*
7. Resolution No. 7245 – Approving the Dedication of Property Located in Section 21, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, Providing Public Access to the Proposed Centre Pointe Subdivision *(Kevin Robinson, Planning Department)*
8. Resolution No. 7246 – Approving the Final Plan for NDEY Subdivision, Unit 1, Located Southwest of the Intersection of College Lane and Ja-Rob Lane *(Kevin Robinson, Planning Department)*

DISCUSSION

None

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

9. Resolution No. 7247 – Authorizing a Memorandum of Agreement with Lea County for Improvements to Charlie Brown Park *(Bryan Wagner, Parks and Open Spaces Director)*
10. Resolution No. 7248 – Authorizing the Purchase and Installation of a Metal Shelter 30' x 40' from Exerplay, Inc., Utilizing Cooperative Educational Services (CES) Pricing in the Amount of \$109,506.91 for Improvements to Charlie Brown Park *(Bryan Wagner, Parks and Open Spaces Director)*
11. Consideration and Approval of a CES Contract with Lee Engineering for the Professional Engineering of Traffic Signal Design at Dal Paso/Clinton and Dal Paso/Snyder Streets *(Todd Randall, City Engineer)*
12. FINAL ADOPTION: Ordinance No. 1145 - Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of the Replat of Lots 13 and 14 of the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the Purchase Price of \$450,000.00 *(Todd Randall, City Engineer)*
13. Resolution No. 7249 – Authorizing the Submission of a Grant Application to Provide Funding for Public Transportation for FY 23-24 Under Section 5311 of the Federal Transit Act *(Jan Fletcher, City Clerk)*
14. Resolution No. 7250 – Authorizing a Contract for SB1 Legislative Appropriation to Palmer Drug Abuse Program (PDAP) for Programs, Services and Counseling Related to Drug and Substance Abuse in Hobbs *(Toby Spears, Finance Director)*
15. Consideration and Approval of a Sole Source Purchase of a Replacement Odor Control Biotower Media from Envirogen Technologies in the Amount of \$81,433.10 *(Tim Woomeer, Utilities Director)*
16. Consideration and Approval of RFP No. 534-22 for Municipal Corrosion and Odor Control Services and Recommendation to Accept Proposal of Evoqua Water Technologies *(Tim Woomeer, Utilities Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Date:

- City Commission Regular Meeting:
 - **Monday, September 19, 2022, at 6:00 p.m.**

ADJOURNMENT

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



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 30, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of August 15, 2022

Fiscal Impact:

N/A

Reviewed By: _____
Finance Department

Attachments:

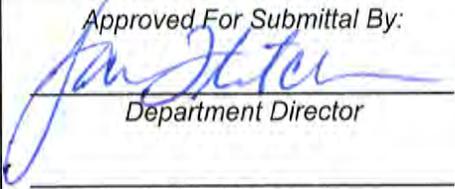
Minutes as referenced under "Summary".

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 15, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Efren Cortez, City Attorney
August Fons, Police Chief
Barry Young, Fire Chief
Toby Spears, Finance Director
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management Director
Meghan Mooney, Communications Director
Shelia Baker, General Services Director
Doug McDaniel, Recreation Director
Matt Hughes, Rockwind Community Links Superintendent
Bryan Wagner, Parks and Open Spaces Director
Christa Belyeu, Acting Information Technology Director
Sandy Farrell, Library Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
12 citizens

Invocation and Pledge of Allegiance

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

Mayor Cobb welcomed Lea County Commission Chairwoman Rebecca Long to the meeting.

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of August 1, 2022, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed August 18, 2022, as "*Never Give Up Day*". He read the proclamation and stressed the importance of never giving up in our personal and professional life.

In the absence of Mr. Manny Gomez, City Manager, Mayor Cobb requested Mr. Nicholas Goulet, Human Resources Director, to lead the recognition of the following employees for their Milestone Service Awards for the Month of August, 2022.

- 5 years – Gerardo Quintana, Hobbs Fire Department
- 5 years – Joshua Thomas, Hobbs Police Department
- 10 years – Rodney Smith, Hobbs Fire Department
- 10 years – Rebecca Morley, Hobbs Police Department
- 20 years – Carlos Martinez, Hobbs Police Department

Mr. Goulet stated this is one of Mr. Manny Gomez' favorite things to do each month. Mr. Goulet reviewed highlights about each employee and thanked the Mayor and Commission for the opportunity to recognize employees which are the City's most importance resource. Mr. Goulet also expressed gratitude to each employee and also thanked the employees' families for their contribution to the organization.

Public Comments

None.

Consent Agenda

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

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

Consideration and Acceptance of Future Proceeds from the "Raymond H. Eaves Revocable Trust" Restricted to Capital Improvements for the City of Hobbs Animal Adoption Center and Support for the City of Hobbs First Tee Program

Resolution No. 7235 – Relating to the Collection of Tuition for Training Services Paid by the Hobbs Police Department

Resolution No. 7236 – Authorizing Travel for City Commissioners to Attend the New Mexico Municipal League Annual Conference on August 31st through September 2nd in Albuquerque

With regard to the acceptance of future proceeds from the "Raymond H. Eaves Revocable Trust", Mayor Cobb stated the Eaves Family has been prominent in the community for many years. He states Mr. Raymond Eaves passed away recently and pursuant to the terms of the Revocable Trust, upon the death of Barbara Eaves, the sum of \$100,000.00 will be paid to the City of Hobbs Animal Adoption Center and the sum of \$100,000.00 will be paid to the First Tee Golf Program. Mayor Cobb expressed appreciation to the family for this generosity.

Commissioner Smith also wished to publicly acknowledge the Eaves Family with great appreciation for this donation to the City.

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

Discussion

Dr. Derek Moore, President of the New Mexico Junior College (NMJC), introduced himself to the Commission and stated he has received a warm welcome from the community as the new President of the NMJC.

Dr. Steve McCleery, President Emeritus of NMJC, explained the upcoming General Obligation Bond "C" for higher education which will be on the ballot November 8, 2022. He stated there will be no tax increase as a result of this bond and the funds will be used to provide additional workforce training for Lea County.

Action Items

Resolution No. 7237 – Authorizing an Agreement with the Guidance Center of Lea County and the Department of Finance and Administration HB Legislative Appropriation

Mr. Toby Spears, Finance Director, stated the City of Hobbs received a House Bill 2 Junior

Appropriation in the amount of \$50,000.00 to help combat homelessness in the City of Hobbs through the use of projects, programs and guidance services. He stated these funds will pass through to the Guidance Center of Lea County based on the terms of the contract between the City and the Guidance Center. The term of the legislative appropriation is July 1, 2022, through June 30, 2023.

Mr. Michael Faust of the Guidance Center stated they are working with the Maddox Foundation on homelessness and these funds will be used for transitional housing needs.

There being no discussion, Commissioner Penick moved that Resolution No. 7237 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 7238 – Approving the Submission of the FY 23 Fire Protection Council Grant Application for the Purchase of a Harrier CFS Trailer Mounted Breathing Air Compressor

Mr. Barry Young, Fire Chief, stated the City of Hobbs Fire Department is eligible to participate in the FY23 Fire Protection Council Grant. The Hobbs Fire Department wishes to utilize this grant for the purchase of one (1) Harrier CFS Trailer Mounted Breathing Air Compressor (mobile breathing air trailer). Fire Chief Young stated the total amount being requested for the equipment through this grant is \$136,609.25 and there is no local match required. He stated this equipment will allow SCBA bottles to be filled on scene rather than bringing them back to the Fire Station.

There being no discussion, Commissioner Smith moved that Resolution No. 7238 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 7239 - Authorizing a Voting Delegate and Alternate Delegate for the New Mexico Municipal League Annual Conference on August 31st through September 2nd in Albuquerque

Mayor Cobb stated representatives of the Commission will be attending the New Mexico Municipal League Annual Conference in Albuquerque on August 31 through September 2, 2022. He stated the City needs to designate a Voting Delegate and Alternate Delegate to vote at the annual business meeting.

Following a brief discussion, Commissioner Calderón moved that Commissioner Larron Fields serve as the Voting Delegate for the meeting. Commissioner Penick seconded the

motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Commissioner Gerth moved that Commissioner Joseph Calderón serve as the Alternate Voting Delegate. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of RFP 535-22 for Printing of City of Hobbs Magazine and Recommendation to Accept the Proposal of Marketing Strategies, Inc.

Ms. Meghan Mooney, Communications Director, explained RFP 535-22 for printing of the City of Hobbs magazine. She stated one proposal was received from Marketing Strategies, Inc., which was found to be a very stable printing firm who has been doing business with some of their references for over 20 years as well as printing this publication for the City of Hobbs since 2018. Ms. Mooney stated the City's publication is a 64-page color magazine, self-cover, with a total of 24,500 copies which is published three times per year.

In response to Mayor Cobb's question, Ms. Mooney stated the cost is \$78,000.00 per year which does not include delivery or New Mexico gross receipts tax. She stated the full cost for 24,500 copies is \$1.06 per issue for a total of \$99,650.00. Ms. Mooney stated Lodgers' Tax Funds will provide the funding for the printing of the magazine.

In reply to Commissioner Smith's inquiry, Ms. Mooney stated it is difficult to measure effectiveness of printed materials. She stated the City receives positive feedback almost on a daily basis and has received interest from groups wishing to be featured in *The Guide* which indicates they believe there is some value in it.

Following some brief comments, Commissioner Gerth moved that RFP 535-22 be awarded to Marketing Strategies, Inc., as submitted. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Commissioner Mills stated the Governor has rescinded her health orders, and he would like to see the City Attorney and City Manager return their normal seats at the Commission meeting.

Commissioner Calderón praised the work of Senator Carroll Leavell over the years and stated he is not in good health right now.

Commissioner Penick agreed with Commissioner Mills and stated he, too, would like to see City staff return to their regular seats at the Commission meeting.

Commissioner Penick commented that one of the City's street sweepers was operating unsafely today near a pedestrian in the area of Jefferson and Lincoln Streets.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:50 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: RESOLUTION AUTHORIZING THE MAYOR TO MAKE APPOINTMENTS TO THE LABOR MANAGEMENT RELATIONS BOARD

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Sam D. Cobb, Mayor

Summary: The Hobbs Municipal Code Section requires that all members of the City of Hobbs Labor-Management Relations Board ("Board") serve for a period of one (1) year with terms. The Board members are appointed by the Mayor and consists of three (3) members. One (1) member shall be appointed on the recommendation of individuals representing labor, one (1) member shall be appointed on the recommendation of the City Manager, and one (1) member shall be appointed on the recommendation of the first two (2) appointees. The Board members were last appointed via Resolution No. 6964 on September 8, 2021.

Fiscal Impact: Reviewed By: Finance Department
There is no fiscal impact for this Resolution

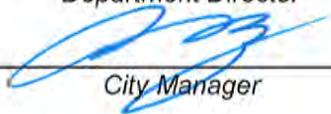
Attachments:
Resolution

Legal Review: Approved As To Form: City Attorney

Recommendation:
The Commission should consider approval of this Resolution.

Approved For Submittal By:

Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7240

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

BE IT RESOVLED 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 8, 2022:

Re-appoint – Scotty Holloman as the Management representative;

Re-appoint – Brian Belyeu as the Labor representative;

BE IT FURTHER RESOLVED, that the two above-referenced individuals are hereby authorized to and shall recommend and appoint a third member to also serve on the Board for a one-year term commencing on September 8, 2022. In the event the appointees herein cannot agree, the matter will be referred back to the City Commission for decision.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: Resolution Authorizing the Mayor to Make 2 Appointments to Community Affairs Board and 1 Appointment to the Cemetery Board and 1 Appointment to the Lea County Solid Waste Authority.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: August 18, 2022
SUBMITTED BY: J. Nymeyer

Summary:

Cemetery Board: The Mayor recommended appointing Mark Justice to the Cemetery Board to fill the vacancy for Sherry Joe Norman. Term will expire March 31, 2024

Community Affairs Board: The Mayor recommended appointing Karen Salb and John Paul Henderson to the Community Affairs Board to fill the vacancy for Robert Sims and Helen Houston. Term will expire March 31, 2024.

Lea County Solid Waste Authority: The Mayor recommended appointing Todd Randall, Tim Woomer and Larron Fields who will fill the vacancy for Garry Buie to the Lea County Solid Waste Authority. This is a four year term commencing May 7th, 2026.

Fiscal Impact:

Reviewed By:
Finance Department

There is no effect on the current year budget.

Attachments:

Resolution

Legal Review:

Approved As To Form:
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7241

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

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

CEMETERY BOARD (Two-year terms expiring March 31, 2024)

Mark Justice – appointed to fill the position vacated by Sherry Joe Norman.

COMMUNITY AFFAIRS BOARD (Two-year terms expiring March 31, 2024)

Karen Salb and John Paul Henderson appointed to fill the positions vacated by Robert Sims and Helen Houston.

LEA COUNTY SOLID WASTE AUTHORITY (Four-year terms expiring May 7, 2026)

Todd Randall – Re-appoint

Tim Woomer – Re-appoint

Larron Fields – Appointed to fill the position vacated by Garry Buie.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: A RESOLUTION AUTHORIZING A CONTRIBUTION OF \$25,000.00 TO THE EDDY-LEA ENERGY ALLIANCE, LLC.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: August 18, 2022
SUBMITTED BY: Sam D. Cobb, Mayor

Summary: The City of Hobbs, Lea County, Eddy County and the City of Carlsbad are members of the Eddy-Lea Energy Alliance (ELEA). ELEA owns property on the Eddy/Lea County line that has been characterized by the federal government as a possible temporary storage for nuclear material. The project has potential for significant economic development for the parties.

The Joint Powers Agreement between the governmental entities states that contributions from funds of the parties may be made to defray the costs of ELEA. Each member has been requested to contribute \$25,000.00 for these costs for fiscal year 2022-23. The Resolution will authorize payment of the City's share of the development costs. Currently, the City of Carlsbad serves as the fiscal agent for ELEA and payments under the Joint Powers Agreement will be made to ELEA via the City of Carlsbad.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The amount has been budgeted in the 2022-2023 fiscal year for Commission's Budget for Professional Services 010100-42601.

Attachments:
Resolution; Invoice

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7242

A RESOLUTION AUTHORIZING A CONTRIBUTION OF \$25,000.00 FOR
FY 2022-2023 TO THE EDDY-LEA ENERGY ALLIANCE, LLC.

WHEREAS, the City of Hobbs, Lea County, Eddy County and the City of Carlsbad are members of the Eddy-Lea Energy Alliance, LLC (ELEA) which owns property on the Lea/Eddy County line. The property has been characterized by the federal government as a possible location for storage of nuclear material and the project has significant economic development potential for the members; and

WHEREAS, Article IV of the Joint Powers Agreement between the governmental entities requires that contributions from the funds of the parties may be made to defray the costs of ELEA and any such contributions shall be equally shared by the members; and

WHEREAS, each member should contribute the sum of \$25,000.00; and

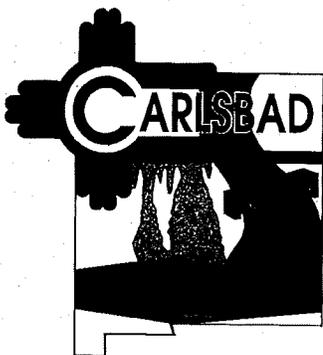
NOW, THEREFORE, BE IT HEREBY RESOLVED by the governing body of the City of Hobbs, New Mexico, that the Mayor be and hereby is authorized to contribute the City's share of the costs (\$25,000.00) to ELEA for FY 2022-2023.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



13355

DALE JANWAY
MAYOR

Post Office Box 1569
Carlsbad, NM 88221-1569
(575) 887-1191
1-800-658-2713
www.cityofcarlsbadnm.com

JOHN N. LOWE
CITY ADMINISTRATOR

INVOICE

August 12, 2022

City of Hobbs
200 E Broadway St.
Hobbs, NM 88240

RE: ELEA Member Contribution

This is an invoice for the ELEA Member Contribution for FY23.

TOTAL AMOUNT DUE \$25,000.00

RECEIVED

AUG 15 2022

Please remit payment to:

FINANCE DEPT
S. RAULSTON

City of Carlsbad
P.O. Box 1569
Carlsbad, NM 88221-1569
Finance Department

Sincerely,

Melissa Salcido
Finance Director

Handwritten: Julie 8-15

COUNCILORS

Ward 1
EDDIE J. RODRIGUEZ

Ward 2
JEFF FORREST

Ward 3
KARLA NIEMEIER

Ward 4
MARK WALTENSCHIED



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: ADOPTION OF REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL CERTIFICATIONS AND COMMITMENTS

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Todd Randall, City Engineer

Summary:

Citizen Participation Plan:

The City certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing:

The City certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin.

Residential Anti-Displacement and Relocation Assistance Plan:

The City certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity.

Section 3:

The City certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community.

Procurement:

The City certifies its compliance with federal procurement code (24 CFR Part 85.36), New Mexico Procurement Code (§13-1-120 NMSA 1978) and the City's Procurement Code by adopting a procurement policy for CDBG projects.

Fiscal Impact:

Reviewed By: Deborah Corral
Digitally signed by Deborah Corral
DN: cn=Deborah Corral, o=City of Hobbs,
ou=Finance Dept,
email=dcorral@hobbsnm.org, c=US
Date: 2022.09.26 10:43:10 -0600
Finance Department

Community Development Block Grant projects are an important source of revenues to upgrade low and moderate income areas in the City.

Attachments:

Resolution, Citizen Participation Plan, Fair Housing Self-Assessment, Residential Anti-Displacement and Relocation Assistance Plan, Section 3 Plan

Legal Review:

Approved As To Form: Efren A. Cortez
Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of
Hobbs, ou=City Attorney's Office,
email=ecortez@hobbsnm.org, c=US
Date: 2022.08.26 10:42:17 -0600
City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to adopt the CDBG Annual Certifications and Commitments

Approved For Submission By:
TODD RANDALL
Digitally signed by TODD RANDALL
DN: cn=TODD RANDALL, o=CITY OF HOBBS, ou=Engineering
Dept,
email=trandall@hobbsnm.org, c=US
Date: 2022.08.26 10:15:23-0600

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. 7243

A RESOLUTION AUTHORIZING ADOPTION OF THE REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL
CERTIFICATIONS AND COMMITMENTS (2022)
CDBG 21-C-NR-I-03-G-12

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Hobbs (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)

Fair Housing certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin

Residential Anti-Displacement & Relocation Assistance certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity

Section 3 certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community.

Procurement certifies its compliance with federal procurement code (24 CFR Part 85.36), New Mexico Procurement Code (§13-1-120 NMSA 1978) and the City of Hobbs Procurement Code by adopting a procurement policy for CDBG projects.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to adopt the above CDBG certifications and commitments that must be adopted annually.

PASSED, ADOPTED AND APPROVED at a duly called and convened regular meeting of the governing body of the City of Hobbs this 6th day of September, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 1-Z

CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, CITY OF HOBBS has prepared and adopted this Citizen Participation Plan.

Objective A

CITY OF HOBBS will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

CITY OF HOBBS will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

CITY OF HOBBS will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

CITY OF HOBBS will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

CITY OF HOBBS will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

CITY OF HOBBS will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

FAIR HOUSING REQUIRED ELEMENTS

A resolution of the _____ CITY OF COMMISSION _____ of the _____ CITY _____ of _____ HOBBS _____, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the _____ CITY OF COMMISSION _____ of the _____ CITY _____ of _____ HOBBS _____ hereby wish all persons living, working, doing business in or traveling through this _____ CITY _____ to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the _____ CITY _____ of _____ HOBBS _____ to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the _____ CITY _____ of _____ HOBBS _____ will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the _____ CITY _____ of _____ HOBBS _____ shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the _____ CITY _____ of _____ HOBBS _____ shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

1. FAIR HOUSING PROCLAMATION - CITY COMMISSION APRIL 2022
2. Poster and Proclamation displayed at City Hall
3. Water Bill to Resident - Fair Housing Statement and web-page reference
4. City of Hobbs Web-Page - Fair Housing w/ Links
 - * Office of Fair Housing Website
 - * Fair Housing Equal Opportunity for All
 - * Equal Housing Poster (English / Spanish)
5. Fair Housing Coloring Books in City Hall Lobby Area (Engineering Dept.)

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, CITY OF HOBBS must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps CITY OF HOBBS will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. CITY OF HOBBS's Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within CITY OF HOBBS to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless CITY OF HOBBS has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between CITY OF HOBBS and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before CITY OF HOBBS enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, CITY OF HOBBS must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in

the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within _____ CITY OF HOBBS _____. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in _____ CITY OF HOBBS _____ and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, CITY OF HOBBS must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within CITY OF HOBBS.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to CITY OF HOBBS for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if CITY OF HOBBS or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the CITY OF HOBBS determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. CITY OF HOBBS determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by _____ CITY OF HOBBS _____ covering the rehabilitation or demolition.

IX. Grievances

The _____ CITY OF HOBBS _____ will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The CITY OF HOBBS is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The CITY OF HOBBS has appointed Nicholas Goulet as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the CITY OF HOBBS. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the CITY OF HOBBS shall:

1. Hiring
 - a. Advertise for all CITY OF HOBBS positions in local newspapers
 - b. List all CITY OF HOBBS job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the CITY OF HOBBS. This means that if two equally qualified persons apply and one is a resident of the CITY OF HOBBS and one is not, the resident will be hired
 - d. Maintain records of CITY OF HOBBS hiring as specified in the CDBG Resolution to Adopt CDBG Requirements (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated with a CDBG grant agreement.

2. Contracting

- a. The CITY OF HOBBS will compile a list of businesses, suppliers and contractors located in the CITY OF HOBBS.
- b. These vendors will be contacted for bid or quotes whenever the CITY OF HOBBS requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the CITY OF HOBBS and one from outside the CITY OF HOBBS, the contract will be awarded to the business located within the community.

3. Training

The CITY OF HOBBS shall maintain a list of all training programs operated by the CITY OF HOBBS and its agencies and will direct them to give preference to CITY OF HOBBS residents. The CITY OF HOBBS will also direct all CDBG sponsored training to provide preference to CITY OF HOBBS residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The CITY OF HOBBS shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The CITY OF HOBBS will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in CITY OF HOBBS and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for CITY OF HOBBS. Information contained in our Section 3 Plan reflects the status of the CITY OF HOBBS employees regarding lower income considerations based on their salary paid by the CITY OF HOBBS.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The CITY OF HOBBS herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE CITY OF COMMISSION of the CITY
of HOBBS on this 6TH day of SEPTEMBER, 2022.

ATTEST:

APPROVED AS TO FOR:

CITY Clerk

CITY Attorney

Plan Adoption Date: SEPT. 6, 2022

Adoption Instrument: RESOLUTION

Certified By: SAM D. COBB Date
MAYOR

Copy to Local Government Division with attachments

CITY OF HOBBS

RESOLUTION NO. 7244

A RESOLUTION APPROVING THE VACATION AND REPLAT OF A PORTION OF SKELLY STREET AND ROXANNA STREET AND ALLEYWAYS WITHIN BLOCKS 31, 44 AND 47 OF THE FIRST UNIT OF THE HUMBLE CITY SUBDIVISION.

WHEREAS, The adjacent property owner is requesting the vacation and replat of a portion of Skelly Street and Roxanna Street and alleyways within Blocks 31, 44 And 47 of the First Unit of the Humble City Subdivision, comprising +/- 1.20 acres of vacation; and

WHEREAS, the Vacation\Replat was then reviewed and recommended for approval by the City of Hobbs Planning Board at the August 16, 2022 meeting; and

WHEREAS, the City Commission has determined that the vacation and replat of a portion of Skelly Street and Roxanna Street and alleyways within Blocks 31, 44 And 47 of the First Unit of the Humble City Subdivision, comprising +/- 1.20 acres of vacation, will not adversely affect the interests or rights of persons in contiguous territory or within the subdivision and the title of those lands in the vacated area may be transferred in fee simple to the owner of the adjacent lots thereto.

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

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

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

- 4) **Review and Consider the Vacation of a portion of Roxanna Street, Skelly Street, and the east\west alleyways within Block 31, 44 and 47 of the Humble City Subdivision located within the City of Hobbs ETJ.**

Mr. Robinson stated this is a vacation of a portion of Roxanna Street, Skelly Street and the east and west alleyways with Block 31, 44, and 47 of the Humble City Subdivision located with the City of Hobbs ETJ. Mr. Robinson stated both governing authorities are going to have to approve the vacation. This process of vacation takes public property and will change into private property. The County maintains Gilbert Avenue, which means that it is always passable for emergency responders. Mr. Robinson confirmed with Bruce Reid, County Planner, that the County also maintains part of Texas Street. The other issue that will come up in the future is developing the lot. The municipality and the County require that a habitual structure has to be within 150 feet of the International Fire Code (IFC) roadway. Mr. Robinson stated the County maintains only IFC-compliant roadways. He explained the board has to make sure every structure is accessible from an IFC roadway.

In response to Mr. Kesner's question, Mr. Robinson explained the municipality will require to extend the roadway when a permit is needed and obtained for construction.

Mr. Donahue made a motion, seconded by Mr. Clay. The vote on the motion was 4-0 and the motion carried.

- 5) **Review and Consider Preliminary Plan for The Subdivision of Lots 3, 4, 11 and 12, Block 1 of the Azotea Subdivision, as submitted by property owner, Host, LLC.**

Mr. Robinson stated this is the preliminary plan for the subdivision of Lots, 3, 4, 11 and 12, Block 1 of the Azotea Subdivision. It exceeds the 3 lots that the summary subdivision is allowed to create without needing Planning Board and Commission approval. Mr. Robinson stated the developer is working with the City of Hobbs Engineer on the north curb line on the north side of Apache serving the south lots of the subdivision. Mr. Robinson stated everything developing on the lot will be new construction and will be able to comply with all of the municipality rules and regulations.

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

- 6) **Review and Consider NDEY Subdivision, Unit 1 Final Plat Approval, as presented by property owner Maria Ndey.**

Mr. Robinson stated this is the final plat approval for the NDEY Subdivision. Mr. Robinson stated there is an Engineer of Records certification for all infrastructure as per the preliminary plans and specifications. He stated the preliminary plat required a joint use driveway. Mr. Robinson stated the joint use driveway is not reflected on the final subdivision plat, but he is going to request the developer add it to the plat.

Mr. Donahue made a motion to approve the final plat with the addition of joint use driveway, seconded by Mr. Clay. The vote on the motion was 4-0 and the motion carried.



REPLAT OF BLOCKS 31, 44, 47 AND VACATION OF STREETS AND ALLEYS BETWEEN SAID BLOCKS, FIRST UNIT OF THE HUMBLE CITY SUBDIVISION TO HUMBLE CITY, LEA COUNTY, NEW MEXICO

REPLAT OF LOTS ONE (1) THROUGH NINETEEN (19), BLOCK THIRTY-ONE (31), LOT ONE (1) THROUGH TWENTY-FOUR (24), BLOCK FORTY-FOUR (44) AND LOTS ONE (1) THROUGH TWENTY-FOUR (24), BLOCK FORTY-SEVEN (47), FIRST UNIT OF THE HUMBLE CITY SUBDIVISION TO HUMBLE CITY, LEA COUNTY, NEW MEXICO.

SAID PROPERTY IS BEING REPLATED AS THE SAME APPEARS HERETO WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS THEREOF.

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022 A.D. BY MANUEL B. SALINAS
 NOTARY PUBLIC

VACATION OF ALL STREETS AND ALLEYS BETWEEN BLOCKS 31, 44 AND 47, FIRST UNIT OF THE HUMBLE CITY SUBDIVISION TO HUMBLE CITY, LEA COUNTY, NEW MEXICO.

CERTIFICATE OF LEA COUNTY APPROVAL BY RESOLUTION:

STATE OF NEW MEXICO
 COUNTY OF LEA
 I, KEITH MAXES, THE DULY APPOINTED LEA COUNTY CLERK, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF "REPLAT OF BLOCKS 31, 44, 47 AND VACATION OF STREETS AND ALLEYS BETWEEN SAID BLOCKS, FIRST UNIT OF THE HUMBLE CITY SUBDIVISION TO HUMBLE CITY, LEA COUNTY, NEW MEXICO" WAS APPROVED BY THE COMMISSION OF LEA COUNTY, NEW MEXICO, BY RESOLUTION No. _____ ON THE _____ DAY OF _____, 2022 A.D.

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022 A.D. BY KEITH MAXES
 NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING & ZONING BOARD

BE IT REMEMBERED THAT THE PLAT OF THE "REPLAT OF BLOCKS 31, 44, 47 AND VACATION OF STREETS AND ALLEYS BETWEEN SAID BLOCKS, FIRST UNIT OF THE HUMBLE CITY SUBDIVISION TO HUMBLE CITY, LEA COUNTY, NEW MEXICO" CONSIDERING OF LAND ALTERED AS PROPOSED IN LEA COUNTY, NEW MEXICO WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2022 A.D. AND THE REPLAT AND VACATION AS SHOWN IN THE ATTACHED PLAT WAS THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE SAID BOARD.

MANUEL B. SALINAS CHAIRMAN ATTEST KEITH MAXES LEA COUNTY CLERK
 BY _____ DEPUTY

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022 A.D. BY MANUEL B. SALINAS AND KEITH MAXES
 NOTARY PUBLIC
 BY COMMISSIONER'S APPEAL

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THIS VACATION PLAT REVIEWED AND APPROVED ON THE 12TH DAY OF DECEMBER, 2021 A.D. BY THE CITY PLANNING AND ZONING BOARD OF HOBBES, LEA COUNTY, NEW MEXICO.

CHAIRMAN WILLIAM M. HICKS III

ACKNOWLEDGMENT:

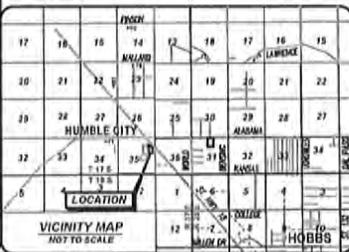
STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022 A.D. BY WILLIAM M. HICKS III
 NOTARY PUBLIC

CERTIFICATE OF MUNICIPAL APPROVAL

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBES, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING VACATION PLAT OF A PORTION OF THE ORIGINAL HOBBES ADDITION BY THE CITY OF HOBBES, NEW MEXICO WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBES BY RESOLUTION No. 7181 ON THE 18th DAY OF APRIL, 2022 A.D.

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2022 A.D. BY JAN FLETCHER
 NOTARY PUBLIC



Scale: One Inch = One Hundred Feet
 CAD Drafter & Date: DSS - 06/05/2022
 Checked By: _____
 JWSC W.O. No. 22110135
 JWSC File No. D-1436

STATE OF NEW MEXICO
 COUNTY OF LEA - FILED:

VACATED:

Vacated	Sq. Feet	Acres
Block 31 Alley	5233.33	0.12
Roxanna Street	17333.41	0.41
Block 44 Alley	5233.33	0.12
Skelly Street	17333.41	0.41
Block 47 Alley	4023.21	0.10

LEGEND:

- ① - DENOTES SET 1/2" STEEL ROD WITH CAP MARKED "WJSC PS 12641"
- ② - DENOTES FOUND 1/2" STEEL ROD WITH CAP MARKED "WJSC PS 12641" UNLESS NOTED OTHERWISE
- — — DENOTES FENCE LINE

NOTE:

1) BEARINGS SHOWN HERETO ARE MERIDIAN GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM, NEW MEXICO EAST ZONE (NORTH AMERICAN DATUM 1983). THE CONVERGENCE ANGLE TO TRUE NORTH IS 00°31'12" BASED ON A POINT OF ORIGIN LOCATED AT (NAD83) N. 412320.98 E. 833209.82 ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT NGS OPUS PROCESSING. DISTANCES ARE SURFACE VALUES.
 2) DATE OF SURVEY: JUNE 02, 2022

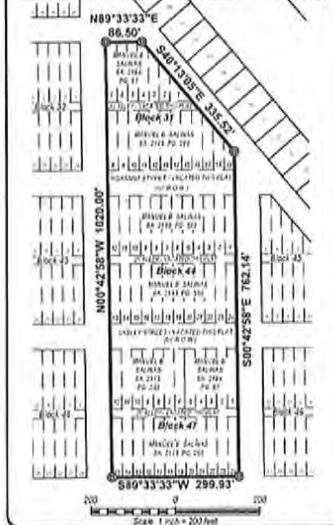
SURVEYOR'S CERTIFICATE:

I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM RESPONSIBLE FOR THIS SURVEY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DATE: _____
 PROVIDING SURVEYING SERVICES SINCE 1948
JOHN WEST SURVEYING COMPANY
 412 N. DAL PASO, HOBBES, N.M. 88240
 (575) 393-2117 WWW.JWSC.COM
 T814.S4 10021000

ORIGINAL LOT AND BLOCK DESIGNATIONS:





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: RESOLUTION APPROVING THE DEDICATION OF PROPERTY LOCATED IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Dedication Plat(s) for Property containing fully developed infrastructure being curb, gutter and asphalt to serve and provide public access to the proposed Centre Pointe Subdivision is submitted for your review and consideration. The Planning Board reviewed this issue on July 22, 2022 and voted 5-0 to recommend approval.

Fiscal Impact: Reviewed By: Deborah Corral Finance
The Dedication does not have a fiscal impact, however, future development may incur cost.

Attachments:
Resolution, Dedication plats, Planning Board Minutes.

Legal Review: Approved As To Form: Efren A. Cortez City Attorney

Recommendation:
Consider to Approve the Resolution to dedicate property(s) providing public access to the proposed Centre Pointe Subdivision.

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

CITY OF HOBBS

RESOLUTION NO. 7245

A RESOLUTION APPROVING THE DEDICATION OF PROPERTY LOCATED IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

WHEREAS, the City of Hobbs has recently received dedication plats from property owners, dedicating a property to the City of Hobbs; and

WHEREAS, that portion of the dedication contains fully developed infrastructure being curb, gutter and asphalt; and

WHEREAS, the dedicated property will provide public access to the proposed Centre Pointe Subdivision.

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

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

PASSED, ADOPTED AND APPROVED this 6th day of September, 2022

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

In response to Mr. Hicks's question, Mr. Robinson stated the County wants to place a solid wall R-panel fence due to the type of usage of the Lea County Convenience Center. They want to restrict the visibility from the roadway.

Mr. Ramirez made a motion to approve the variance, seconded by Mr. Sanderson. The vote on the motion was 5-0 and the motion carried.

5) Review and Consider Dedication Plats for properties located east of 1101 W. Joe Harvey.

Mr. Robinson stated these are the dedication plats for properties located east of 1101 W. Joe Harvey. Mr. Robinson stated the municipality has granted preliminary plat approval for Centre Point Subdivision. Mr. Robinson explained the dedication plat will make the private roadway into a public roadway. He stated the infrastructure is public infrastructure granted with an easement. Mr. Robinson explained everything within the dedication will become public property and will be required to be maintained by the municipality. In response to Mr. Hicks's question, Mr. Robinson stated the preliminary plat for the Centre Point Subdivision was approved with the comment that the property located east of 1101 W. Joe Harvey be dedicated to the municipality and become public property.

Mr. Ramirez made a motion, seconded by Mr. Donahue to approve the dedication plat as presented. The vote on the motion was 5-0 and the motion carried.

Discussion/Updates

None

Adjournment

With nothing further to discuss Mr. Sanderson made a motion, seconded by Mr. Ramirez to adjourn. The meeting adjourned at 11:07 am. The vote on the motion was 5-0 and the motion carried.

W.M. "Tres" Hicks, Chairman

**PLAT OF
ROADWAY DEDICATION
LOCATED IN SECTION 21, TOWNSHIP 18 SOUTH,
RANGE 38 EAST, N.M.P.M.,
CITY OF HOBBS, LEA COUNTY, NEW MEXICO**

DESCRIPTION OF LAND TO BE DEDICATED

A portion of Public Development Subdivision 2, as filed in the Office of County Clerk of Lea County, New Mexico, on August 29, 2007, Book 1522, Page 226, located in the northern quarter (¼) of Section 21, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Beginning at the Northeast corner of said Public Development Subdivision 2, shown "M" found in concrete, said point being on the South right-of-way line of Joe Harvey Boulevard, Thence, S 00°47'51" E a distance of 312.37 feet to a 1/2-inch rebar with survey cap stamped "T&C PS 22509" set for the Southwest corner of this tract.

Thence, N 09°14'31" W, a distance of 136.08 feet to a 1/2-inch rebar with survey cap stamped "T&C PS 22509" set for the Northwest corner of this tract.

Thence, N 02°47'47" E, a distance of 187.36 feet to a 1/2-inch rebar with survey cap stamped "T&C PS 22509" set for the Northeast corner of this tract, said point being on the South right-of-way line of Joe Harvey Blvd.

Thence, along said right-of-way line of Joe Harvey Blvd, N 82°17'00" E, a distance of 21.00 feet to the point of beginning. The tract contains 0.117 acres (5,124 sq. ft.), more or less.

CERTIFICATE OF MUNICIPAL APPROVAL

I, KEVIN ROBINSON, DEVELOPMENT DIRECTOR FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS OF THIS STATE OF _____, 2011.

KEVIN ROBINSON, DEVELOPMENT DIRECTOR JIM FLETCHER, CITY CLERK

ACKNOWLEDGEMENT STATE OF _____ COUNTY OF _____ DATE: _____ 2011.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2011, BY KEVIN ROBINSON AND JIM FLETCHER.

NOTARY PUBLIC BY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE CITY OF HOBBS PLANNING BOARD:

THE PLAT, INSTRUMENTS AND EDUCATION APPROVED AND ACCEPTED THE _____ DAY OF _____, 2011 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, II STATE OF _____ COUNTY OF _____ DATE: _____ 2011.

ACKNOWLEDGEMENT STATE OF _____ COUNTY OF _____ DATE: _____ 2011.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2011, BY WILLIAM M. HICKS, II.

NOTARY PUBLIC BY COMMISSION EXPIRES _____

NOTES:

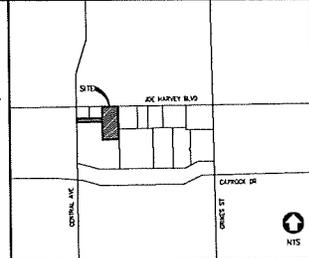
1. DISTANCES ARE GROUND DISTANCES (U.S. FOOT)
2. BASIS OF BEARING IS NAD STATE PLANE GRID, EAST ZONE (NAD 83).

DOCUMENTS FOR REFERENCE:

1. WARRANTY DEED, FILED, FEBRUARY 09, 2007, EC 1499, PG. 623

LEGEND

- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- FOUND 1/4" SECTION CORNER AS NOTED
- SET 1 1/2" x 1/2" REBAR WITH BLUE PLASTIC CAP MARKED "T&C PS 22509"
- CALCULATED CORNER NOT SET
- EX. FIRE HYDRANT
- EX. STORM MANHOLE
- EX. STORM DRAIN
- EX. WATERLINE
- EX. DUMP
- EX. CONCRETE
- ▨ DEDICATION OF R/W
- MEASURED BEARING & DISTANCE FOR WARRANTY DEED, EC. 1499, PG. 3



FREE CONSENT AND DEDICATION

WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE WISHES AND DEIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S), THE EXECUTION OF THIS PLAT IS THEIR FREE ACT AND DEED.

SAID OWNER(S) AND PROPRIETOR(S) DO HEREBY WARRANT THAT THEY HOLD AROUND THEM COMPLETE AND VESTED TITLE IN FREE SIMPLE TO THE LAND SUB-DIVIDED.

SAID OWNER(S) AND PROPRIETOR(S) DO HEREBY DEDICATE THE ROADWAY AS SHOWN HEREON.

SAID OWNER(S) AND PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY REPRESENT THAT THEY ARE SO AUTHORIZED TO ACT.

OWNER: JAMES POLK STATE NATIONAL BANK BY: _____ TITLE: _____

ACKNOWLEDGEMENT STATE OF _____ COUNTY OF _____ DATE: _____ 2011.

IN THIS _____ DAY OF _____, 2011, BEFORE ME PERSONALLY _____ KNOWN TO ME TO BE THE _____ AND I ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

WITNESSES MY HAND AND OFFICIAL SEAL, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

SUBDIVISION'S CERTIFICATION

I, ROBERT J. FIERRO, NEW MEXICO PROFESSIONAL SURVEYOR NO. 22929, DO HEREBY CERTIFY THAT THIS PLAT OR SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACCURATE SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT IT ACCURATELY REPRESENTS THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS.

ROBERT J. FIERRO, N.M.P.S. NO. 22929 (Professional Seal)

DATE: _____ 2011

PROJECT NO. 21004

FIELD WORK BY: J.S.

DRAWN BY: J.S.

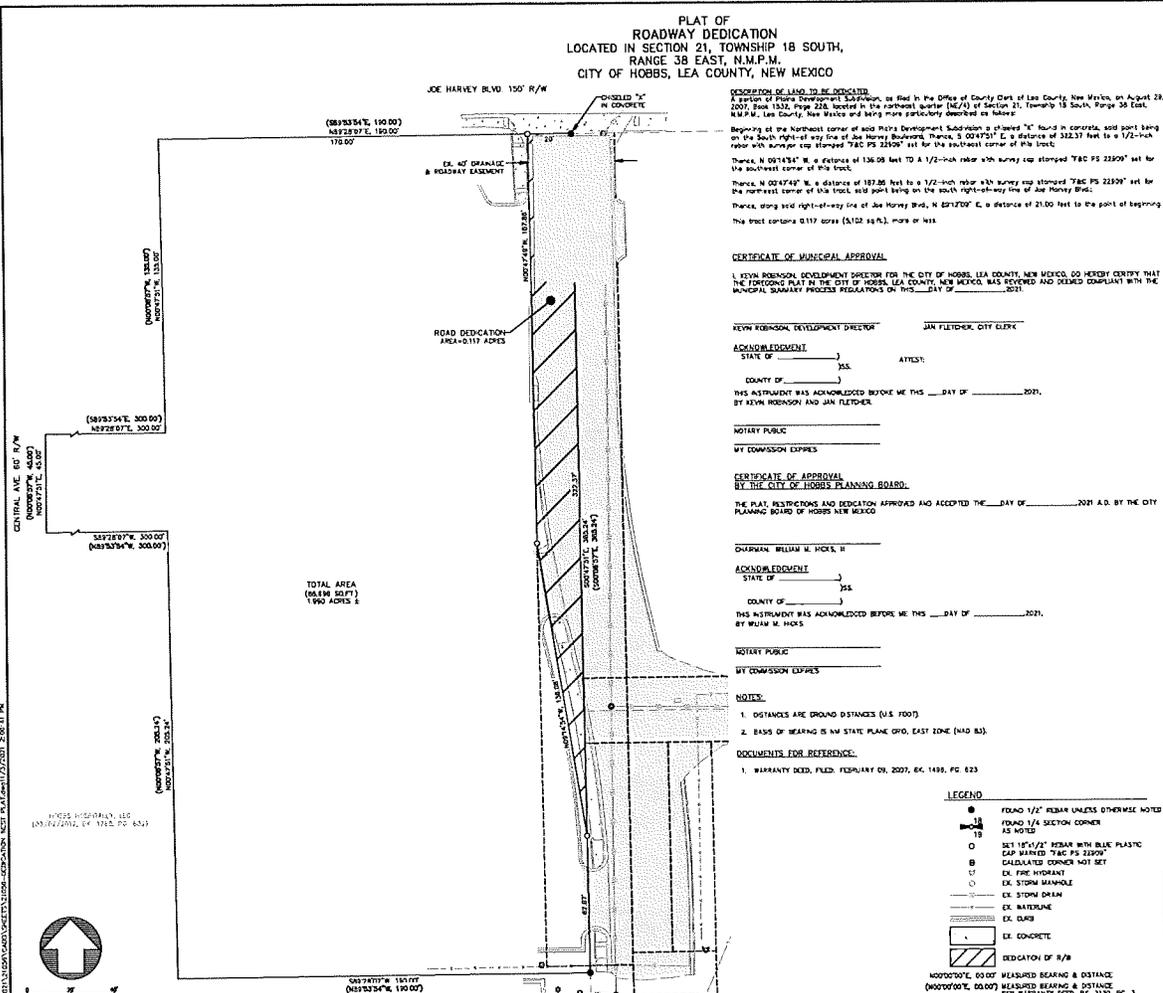
CHECKED BY: J.S.

SCALE: 1"=50'

DATE: OCTOBER 2011

SHEET: 1 OF 1

Fierro & Company ENGINEERING | SURVEYING 6500 MONTANO ROAD, N.W. 58120 ALBUQUERQUE, NM 87120 PH: 505.522.8930 www.fierrocompany.com

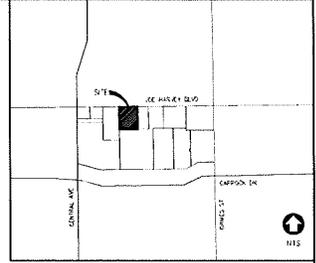


APPROXIMATELY 1/2" (0.0012500') OF 1/2" PS 22509

TOTAL AREA (66.66 SQ. FT.) 1.960 ACRES ±

APPROXIMATELY 1/2" (0.0012500') OF 1/2" PS 22509

PLAT OF
TRACT C-4 ROADWAY DEDICATION
LOCATED IN THE NORTHEAST QUARTER OF
SECTION 21, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.
CITY OF HOBBS, LEA COUNTY, NEW MEXICO



CERTIFICATE OF MUNICIPAL APPROVAL

I, KEVIN ROBINSON, DEVELOPMENT DIRECTOR FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DETERMINED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS ON THIS ____ DAY OF _____, 2021.

KEVIN ROBINSON, DEVELOPMENT DIRECTOR ATTEST: JIM FLETCHER, CITY CLERK

ACKNOWLEDGEMENT

STATE OF _____ JS

COUNTY OF _____ JS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2021,
BY KEVIN ROBINSON AND JIM FLETCHER:

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL

BY THE CITY OF HOBBS PLANNING BOARD.

THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE ____ DAY
OF _____, 2021 AND BY THE CITY PLANNING BOARD OF HOBBS NEW MEXICO

CHARLIE WILLIAM M. MOULDER

STATE OF _____ JS

COUNTY OF _____ JS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2021,
BY WILLIAM M. MOULDER:

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTES:

1. DISTANCES ARE GROUND DISTANCES (U.S. FEET).
2. BEARS OF BEARING IS AN STATE PLANE GRID, EAST ZONE (NAD 83)

DOCUMENTS FOR REFERENCE:

1. WARRANTY DEED, FILED, DECEMBER 04, 2018, BK 2143, PG 242

LEGEND

- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- FOUND 1/4" SECTION CORNER AS NOTED
- SET 18" x 7" REBAR WITH BLUE PLASTIC CAP MARKED "TAG PS 22907"
- CALCULATED CORNER NOT SET
- EX. FIRE HYDRANT
- EX. STORM MANHOLE
- EX. STORM DRAIN
- EX. WATERLINE
- EX. CURB
- EX. CONCRETE
- ▨ DEDICATION OF R/W

NOOD0070.00.007 MEASURED BEARING & DISTANCE
NOOD0070.00.007 MEASURED BEARING & DISTANCE
PER WARRANTY DEED, BK 2133, PG. 3



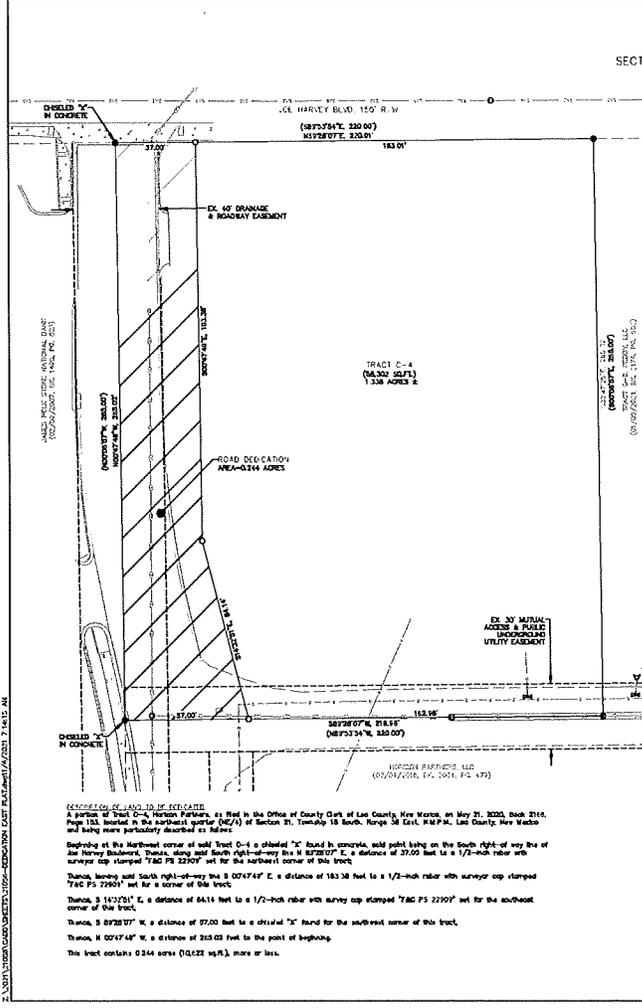
SURVEYOR'S CERTIFICATION

I, ROBERT J. FERRO, NEW MEXICO PROFESSIONAL SURVEYOR NO. 22907, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL ON-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT IT ACCORDS WITH THE STANDARDS FOR LAND SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS.

ROBERT J. FERRO, N.M.P.S. No. 22907



<p>Fierro & Company ENGINEERING SURVEYING 6100 MONTANO ROAD, N.W. SUITE C ALBUQUERQUE, NM 87120 PH 505.252.9320 www.fierrocompany.com</p>	OWNER	
	PROJECT NO.	21056
	FIELD WORK BY	RS
	DRAWN BY	RJF
	CHECKED BY	RJF
	SCALE	1"=40'
DATE	OCTOBER 2021	
SHEET	1 OF 1	



DESCRIPTION OF LAND TO BE DEDICATED:
A portion of Tract C-4, Horizon Parkway, as filed in the Office of County Clerk of Lea County, New Mexico, on May 21, 2020, Book 2168, Page 183, located in the northeast quarter (NE 1/4) of Section 21, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:
Beginning at the Northwest corner of said Tract C-4 a plat of 1/2" found in concrete, said point being on the South right-of-way line of Joe Harvey Boulevard, Thence, along said South right-of-way line N 87°28'07" E, a distance of 37.00 feet to a 1/2-inch rebar with survey cap stamped "TAG PS 22907" set for the northwest corner of this tract.
Thence, bearing said South right-of-way line S 02°47'49" E, a distance of 183.38 feet to a 1/2-inch rebar with survey cap stamped "TAG PS 22907" set for a corner of this tract.
Thence, S 14°12'01" E, a distance of 84.14 feet to a 1/2-inch rebar with survey cap stamped "TAG PS 22907" set for the southeast corner of this tract.
Thence, S 87°28'07" W, a distance of 37.00 feet to a 1/2-inch rebar with survey cap stamped "TAG PS 22907" set for the northeast corner of this tract.
Thence, N 02°47'49" W, a distance of 243.03 feet to the point of beginning.
This tract contains 0.214 acres (0.1221 ac.), more or less.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR NDEY SUBDIVISION, UNIT 1. Located southwest of the intersection of College Lane and Ja-Rob Lane within the Municipality, submitted by Maria Ndey.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for NDEY Subdivision, Unit 1, is submitted by Maria Ndey. The proposed subdivision is located southwest of the intersection of College Lane and Ja-Rob Lane within the Municipality. The proposed subdivision encompasses +/- 6.464 acres and will contain 5 single family residential lots. The Planning Board approved the Final Plans for this Subdivision on August 16, 2022 with a vote of 4 to 0. The Municipality is in receipt of an Engineer of Record Certification concerning the installation of infrastructure as to the approved construction plan set.

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

Digitally signed by Deborah Corral
DN: cn=Deborah Corral, o=City of Hobbs, ou=Finance Dept, email=deborah@hobbs.org, c=US
Date: 2022.09.21 07:47:41 -0600

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Final Plan.

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbs.org, c=US
Date: 2022.08.26 10:05:47 -0600

Recommendation:

Consideration of the Approval of the Resolution to approve the Final Plan for NDEY Subdivision, Unit 1.

Approved For Submittal By:

Department Director

City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7246

A RESOLUTION APPROVING THE FINAL PLAN OF NDEY SUBDIVISION, UNIT 1.

WHEREAS, Maria Ndey has submitted a Final Plan for NDEY Subdivision, Unit 1, for review by the City of Hobbs Planning Board; and

WHEREAS, the Final Plan for NDEY Subdivision, Unit 1 was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and the Municipality is in receipt of the Engineer of Record Certification as to the installation of all public infrastructures.

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

1. The City of Hobbs hereby grants Final Plan Approval to NDEY Subdivision, Unit 1, as recommended by the City of Hobbs Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

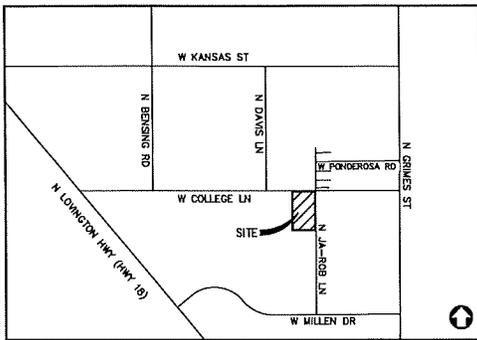
PASSED, ADOPTED AND APPROVED this 6th day of September, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

PLAT OF
 NDEY SUBDIVISION, UNIT I
 SECTION 9, TOWNSHIP 18 SOUTH,
 RANGE 38 EAST, N.M.P.M.
 CITY OF HOBBS
 LEA COUNTY, NEW MEXICO
 JUNE 2022



VICINITY MAP
 N.T.S.

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 THE MEADOWS SUBDIVISION, UNIT III, TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION No. _____ ON THE _____ OF _____, 2022 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
 COUNTY OF LEA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022 A.D. BY JAN FLETCHER.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE CITY OF HOBBS PLANNING BOARD:

THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE ____ DAY OF _____, 2022 A.D. BY THE CITY PLANNING BOARD OF HOBBS NEW MEXICO.

CHAIRMAN: WILLIAM W. HICKS, III

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2022, BY WILLIAM W. HICKS.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

DESCRIPTION

TRACT FIVE (5) OF THE LYNCH SUBDIVISION TO LEA COUNTY, NEW MEXICO, AS REFERENCED ON THAT CERTAIN PLAT FILED JANUARY 23, 2015, IN BOOK 1939, PAGE 158, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO

FREE CONSENT AND DEDICATION

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF AND SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY DEDICATE ALL STREET AND PUBLIC RIGHT-OF-WAYS SHOWN HEREON TO THE CITY OF HOBBS IN FEE SIMPLE WITH WARRANTY COVENANTS.

SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

OWNER: MARIA NOEY

MARIA NOEY _____ DATE _____

ACKNOWLEDGEMENT:

STATE OF _____)
) ss.
 COUNTY OF _____)

ON THIS ____ DAY OF _____, 2022, BEFORE ME

PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION

I, ROBERT J. FIERRO, NEW MEXICO PROFESSIONAL SURVEYOR NO. 22909, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION; THAT IT ACCURATELY MEETS THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS; AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT J. FIERRO, N.M.P.S. No. 22909



Date _____

NOTES

1. BASIS OF BEARINGS IS NEW MEXICO STATE PLANE EAST ZONE.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

LEGEND

- FOUND QUARTER CORNER AS NOTED
- FOUND SECTION CORNER AS NOTED
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- SET 18"x1/2" REBAR WITH BLUE PLASTIC CAP MARKED "F&C PS 22909"
- CALCULATED CORNER NOT SET

(N00°00'00"E, 00.00') RECORD BEARING & DISTANCE
 N00°00'00"E, 00.00' MEASURED BEARING & DISTANCE

Fierro & Company
 ENGINEERING | SURVEYING
 3201 4th. STREET, NW, SUITE B
 ALBUQUERQUE, NM 87107
 PH 505.352.8930
 www.fierrocompany.com

STATE OF NEW MEXICO COUNTY OF LEA FILED
_____, 2022,
AT _____ O'CLOCK ____ M AND RECORDED IN
CABINET _____
SUJE _____
_____, LEA COUNTY CLERK
BY _____ DEPUTY

PLAT OF
NDEY SUBDIVISION, UNIT I
SECTION 9, TOWNSHIP 18 SOUTH,
RANGE 38 EAST, N.M.P.M.
CITY OF HOBBS
LEA COUNTY, NEW MEXICO
JUNE 2022

H. 1/4
SEC. 9
T. 18 S.
R. 38 E.
FOUND 2"
BRASS CAP

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	31.42	20.00	90°00'04"	N45°41'50"W	28.28

RIGHT-OF-WAY DEDICATION
A TRACT OF LAND LOCATED IN SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, BEING A PORTION OF TRACT FIVE (5) OF LYNCH SUBDIVISION TO LEA COUNTY, NEW MEXICO, AS REFERENCED ON THAT CERTAIN PLAT FILED JANUARY 23, 2015, IN BOOK 1939, PAGE 158, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED CORNER FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED, BEING A POINT ON THE NORTH LINE OF SAID SECTION 9, WHICH LIES S89°18'08"W, A DISTANCE OF 662.46 FEET FROM A 2-INCH BRASS CAP FOUND FOR THE NORTH QUARTER CORNER OF SAID SECTION 9;

THENCE, S00°41'48"E, A DISTANCE OF 1272.94 FEET TO A CALCULATED CORNER FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S89°21'51"W, A DISTANCE OF 40.00 FEET TO A 1" REBAR WITH BLUE PLASTIC CAP MARKED "F&C PS 22909" SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N00°41'48"E, A DISTANCE OF 1212.80 FEET TO A 1" REBAR WITH BLUE PLASTIC CAP MARKED "F&C PS 22909" SET FOR A CORNER OF THIS TRACT;

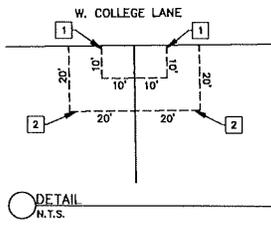
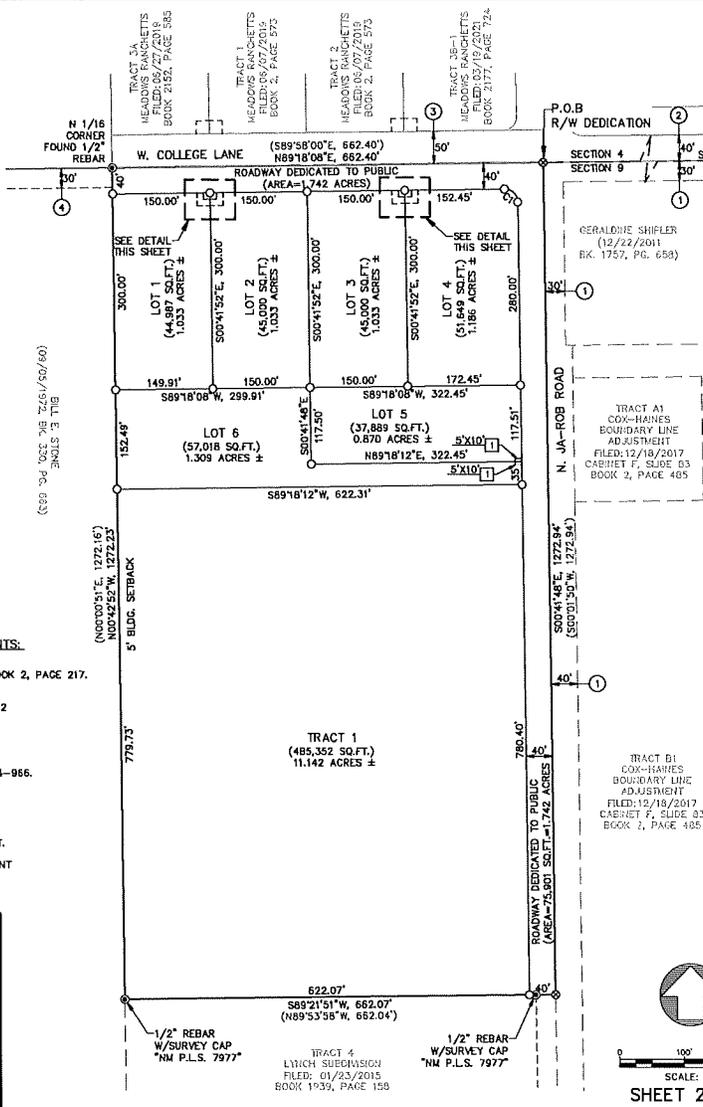
THENCE, 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING N45°41'50"W, A DISTANCE OF 28.28 FEET TO A POINT OF TANGENCY;

THENCE, S89°18'08"W, A DISTANCE OF 602.45 FEET TO A 1" REBAR WITH BLUE PLASTIC CAP MARKED "F&C PS 22909" SET FOR A CORNER OF THIS TRACT;

THENCE, N00°42'52"W, A DISTANCE OF 40.00 FEET TO A 1" REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 9;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 9, N89°18'08"E, A DISTANCE OF 662.40 FEET TO THE POINT OF BEGINNING.

THIS TRACT CONTAINS 1.742 ACRES (75,901 SQ.FT.), MORE OR LESS.



- EXISTING ROADWAY DEDICATION AND EASEMENTS:**
- ① RIGHT-OF-WAY DEDICATED TO THE PUBLIC FILED: JUNE 12, 2014, CABINET D, SLIDE 147, BOOK 2, PAGE 217.
 - ② 40-FOOT ROADWAY DEDICATED TO THE PUBLIC FILED: FEBRUARY 26, 2019, CABINET G, SLIDE 212
 - ③ 50-FOOT RIGHT-OF-WAY DEDICATION FILED: JUNE 07, 2019, CABINET F, SLIDE 113
 - ④ 30-FOOT ROADWAY EASEMENT FILED: OCTOBER 21, 1998, BOOK 912, PAGES 954-956.

- NEW EASEMENTS**
- ① 10-FOOT X 10-FOOT PUBLIC WATER AND PUBLIC SEWER EASEMENT GRANTED BY THIS PLAT.
 - ② 20-FOOT X 20-FOOT SHARED DRIVEWAY EASEMENT GRANTED BY THIS PLAT.

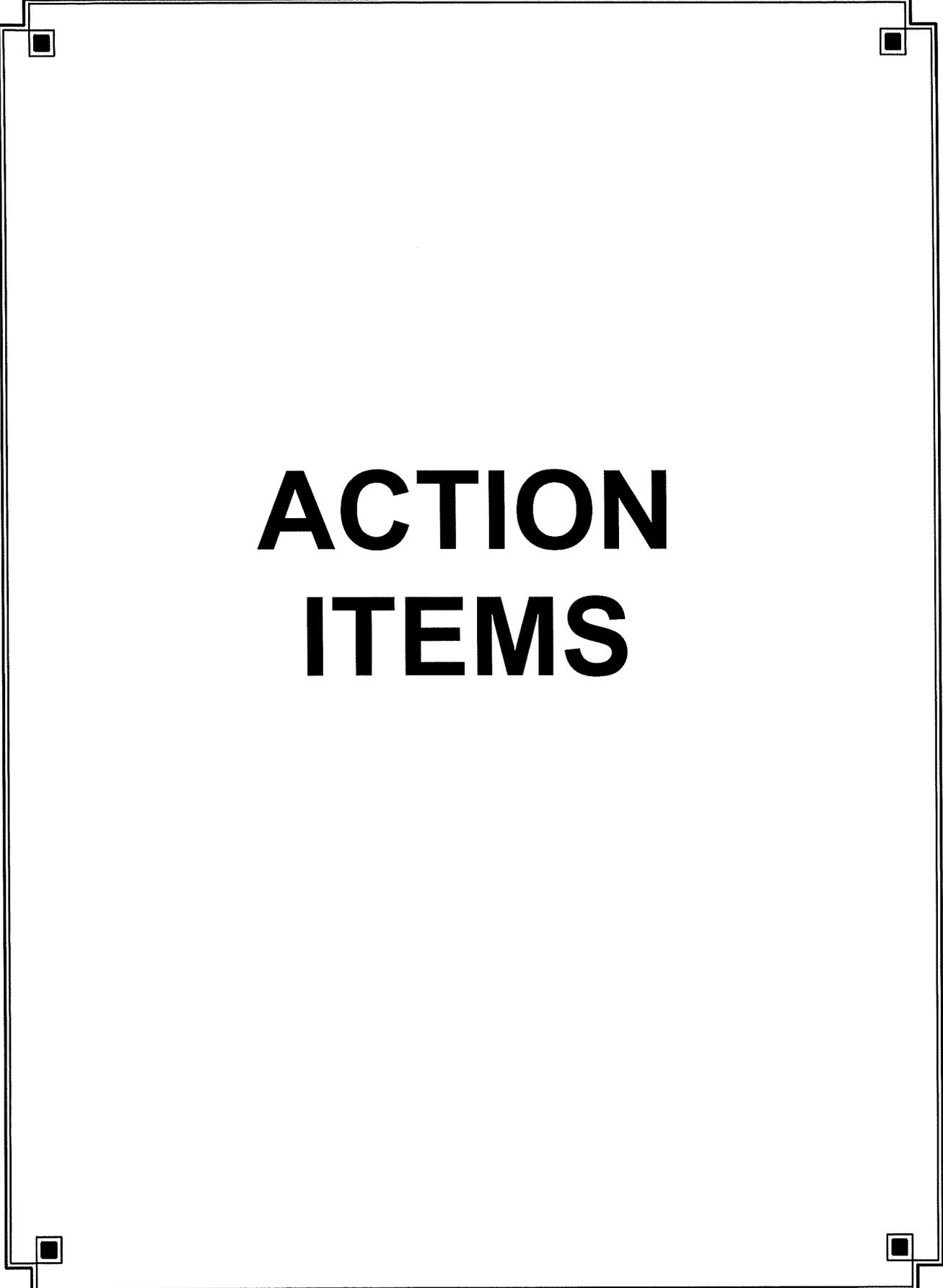
Fierro & Company
ENGINEERING | SURVEYING
3201 4th. STREET, NW, SUITE B
ALBUQUERQUE, NM 87107
PH 505.552.8930
www.fierrocompany.com

STATE OF NEW MEXICO
COUNTY OF LEA
FILED _____, 2022,
AT _____ O'CLOCK _____ M AND RECORDED IN
CABINET _____
SLIDE _____
_____, LEA COUNTY CLERK
BY _____ DEPUTY

SCALE: 1" = 100'

SHEET 2 OF 2

P:\2022\121015\CADD\SHEETS\00_SURVEY\21015-PLAT.dwg/29/2022 4:18:35 PM



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH LEA COUNTY FOR IMPROVEMENTS TO CHARLIE BROWN PARK

DEPT. OF ORIGIN: Parks and Open Spaces Department
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Bryan Wagner, Parks and Open Spaces Director

Summary:

This resolution authorizes the Mayor to execute a Memorandum of Agreement with Lea County detailing the terms and responsibilities of for each party regarding a fiscal contribution from Lea County in the amount of \$75,000.00 (in addition to the \$110,000.00 previously granted on February 17, 2022) to go towards the planning, designing, improving, and/or constructing of the Charlie Brown Park located at 1420 E. Dunnam in Hobbs, New Mexico. This contribution will allow the City of Hobbs to make much needed upgrades to the Park.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The additional \$75,000.00 will be placed in line 001-0320-050-44901-00337 and used for improvements to the park.

Attachments:

Resolution; MOA

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7247

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF AGREEMENT WITH
LEA COUNTY FOR IMPROVEMENTS TO CHARLIE BROWN PARK

WHEREAS, the Lea County has offered, via a Memorandum of Agreement (“MOA”), to provide the City of Hobbs with a grant of \$75,000.00 (in addition to the \$110,000.00 granted on February 17, 2022) to go towards the planning, designing, improving, and/or constructing of the Charlie Brown Park located at 1420 E. Dunnam in Hobbs, New Mexico; and

WHEREAS, under the terms of the MOA, the City of Hobbs will use the grant funds by May 1, 2023 and any unused grant funds will be returned to Lea County by May 15, 2023; and

WHEREAS, the City of Hobbs shall use the grant funds for the planning, designing, improving, and/or constructing of the Charlie Brown Park in Hobbs, New Mexico; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Agreement with Lea County for improvements to Charlie Brown Park.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made on the date of the signatures below by and between Lea County, New Mexico, (hereinafter “County”) and the City of Hobbs (hereinafter “City”).

PURPOSE

The purpose of this Memorandum of Agreement is to memorialize the terms and agreement, including changes thereto, between County and City regarding County’s grant of \$75,000.00 (in addition to the \$110,000 granted on February 17, 2022) for the planning, designing, improving, and/or constructing of the Charlie Brown Park in the City.

WHEREAS, at its regular meeting on August 18 17, 2022, the Board of County Commissioners of Lea County approved the request of County Commissioner Jonathan Sena to use a portion of his discretionary funds, up to \$75,000.00 (in addition to the \$110,000 granted on February 17, 2022), as a grant to the City for the planning, designing, improving, and/or constructing of the Charlie Brown Park in the City; and

WHEREAS, the City wishes to accept the funds for the planning, designing, improving, and/or constructing of the Charlie Brown Park in the City.

AGREEMENT

1. The County will provide a grant up to \$75,000.00 (in addition to the \$110,000 granted on February 17, 2022) to the City.
2. The City will use the grant funds for the planning, designing, improving, and/or constructing of the Charlie Brown Park in the City.
3. The City will use the grant funds by May 1, 2023.
4. The City will return any unused portion of the grant funds to the County by May 15, 2023.
5. The City will provide an oral report to the Board of County Commissioners of Lea County by May 31, 2023, on how the grant funds have been used.

SOVEREIGN IMMUNITY

County and City and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in this

Memorandum of Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to County and City and their public employees.

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

Both County and City shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or April 30, 2023, whichever occurs first.

SEVERABILITY

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

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this

Memorandum of Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

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

EFFECTIVE DATE

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

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Dean Jackson,
Lea County Chair

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
John W. Caldwell
County Attorney

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

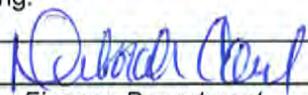
SUBJECT: A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A METAL SHELTER 30' X 40' FOR IMPROVEMENTS TO CHARLIE BROWN PARK

DEPT. OF ORIGIN: Parks and Open Spaces Department
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Bryan Wagner, Parks and Open Spaces Director

Summary:

This resolution is to purchase and install a Metal Shelter Open Gables 30' X 40' with Exerplay Inc. This price of \$109,506.91 is through New Mexico Cooperative Educational Services. We received a second quote in the amount of \$117,528.08 from Creative Recreational Design using NMCES pricing.

Fiscal Impact:

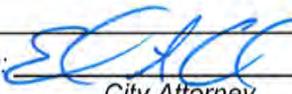
Reviewed By: 
Finance Department

To purchase and install a metal shelter (open gable) 30 x 40 in the amount of \$109,506.91 will be charged to line 001-0320-050-44901-00337 and used for improvements to the park.

Attachments:

Quotes

Legal Review:

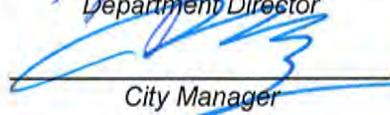
Approved As To Form: 
City Attorney

Recommendation:

Motion to approve.

Approved For Submittal By:



Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7248

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A
30' X 40' METAL SHELTER FOR IMPROVEMENTS TO CHARLIE BROWN PARK

WHEREAS, the City of Hobbs Parks and Open Spaces Department wishes to obtain authorization for the purchase and installation of one 30' x 40' metal shelter with open gables from Exerplay, Inc., for improvements to Charlie Brown Park; and

WHEREAS, the cost for purchase and installation of this equipment is \$109,506.91 utilizing New Mexico Cooperative Educational Services pricing and adequate funds are available in the current fiscal year budget for this purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the purchase and installation of one 30' x 40' metal shelter from Exerplay, Inc., in the amount of \$109,506.91 for improvements to Charlie Brown Park be and is hereby approved.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 8/26/2022 OR082622-3

QUOTATION

Quote Prepared for:

City of Hobbs

Purchase Order to be Issued To:

Cooperative Educational Services
 PO Box 81045
 Albuquerque, NM 87198
 19-027B-C104-ALL & 19-027B-C204-ALL
 PLEASE EMAIL COPY OF PO TO EXERPLAY

SHIPPED VIA	REP	FOB	EST. SHIP DATE		
Common Carrier	JT	Hobbs, NM	8-10 Weeks ARO		
ITEM	DESCRIPTION	QTY	COST	TOTAL	
Project	METAL SHELTER AND INSTALLATION				
Shelter	SHELTER SOG 3040 - Steel Open Gable 30' x 40' w/8' eave, 6 columns. Pricing includes BC Metal Base Covers, and EA Electrical Access & Cutouts. 4:12 roof pitch, 30 psf live load & 90 MPH wind speed, powder coated steel frame, 24 ga. multi-rib metal roofing, zinc plated fasteners, and tubular steel frame utilizes hidden bolts and fasteners where possible	1	53,533.00	53,533.00T	
Disc - CES 1	CES Contract Discount - Contract #19-027B-C104-ALL		-4.00%	-2,141.32T	
Engineering	Engineering Charge	1	938.00	938.00T	
Freight	Freight/shipping charges (14255)	1	2,868.00	2,868.00T	
Install	Installation of 30'x40' 6 post metal structure in Hobbs, NM. Any necessary permits are to be completed by The City of Hobbs	1	43,750.00	43,750.00T	
Bond	Performance/Payment Bond	1	3,695.00	3,695.00T	
Terms	<p>Billing and Payment Terms: Unless otherwise negotiated and agreed upon, ExerPlay's billing terms are Net 30 from the date of the invoice, with approved credit. ExerPlay's process is to bill the customer when their equipment ships. Installation is billed upon completion. Bonds are billed when ordered.</p> <p>*New Customers are required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Installation is billed upon completion. Bonds are billed when ordered.</p> <p>If paying by credit card, there will be a 3.5% fee added to the invoice.</p>				
Notes I	<p>Pricing is for the above listed equipment and installation only and does not include storage, security, site preparation, security fencing, or any applicable permits.</p>				

Quote prepared by Olivia Ramirez
 olivia@exerplay.com

TOTAL

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 8/26/2022 OR082622-3

QUOTATION

Quote Prepared for: City of Hobbs	Purchase Order to be Issued To: Cooperative Educational Services PO Box 81045 Albuquerque, NM 87198 19-027B-C104-ALL & 19-027B-C204-ALL PLEASE EMAIL COPY OF PO TO EXERPLAY
---	--

SHIPPED VIA	REP	FOB	EST. SHIP DATE
Common Carrier	JT	Hobbs, NM	8-10 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
JT	For more information please contact Jeff Talley at (806) 670-4006, or jeff@exerplay.com			
	- PRICING IS GOOD FOR 14 DAYS. -			
	NMGRT - Hobbs (06-111)		6,864.23	6,864.23



Creative Recreational Designs

PO BOX 15191
Rio Rancho, NM 87174

Quote

Phone # (505) 414-9866 Sales@CreativeRecDesigns.com
Fax # www.CreativeRecDesigns.com

Date 2/2/2022
Estimate # 22038

Name / Address
City of Hobbs 200 E. Broadway Hobbs, NM 88240

Terms Net 30

Description	Qty	Rate	Total
PROJECT: Shade Shelter at Charlie Brown Park			
Cedar Forest Products model #RHS3040: 30 x 40 x 8 Rectangular Hip Shelter, 4 Post, Metal Roof	1	54,500.00	54,500.00T
Cedar Forest Products Shelter Stamped Engineered Drawings		850.00	850.00T
CES Contract #17-011AN-C142-ALLDiscount at 5%		-2,767.50	-2,767.50T
Freight FOB		6,690.00	6,690.00
SHELTER NOTES:			
<ul style="list-style-type: none"> • Roof pitch is 4:12, designed for a standard 30 PSF live load & 90 MPH wind speed • Powder coated steel frame • 24 ga. multi-rib metal roofing • Zinc plated fasteners • Tubular steel frame utilizes hidden bolts & fasteners where possible 			
NOTES:			
<ul style="list-style-type: none"> - TERMS: Net-30 days; Balances not paid within the terms are subject to a 1.25% per month finance charge until paid. - This quote is for materials only; unloading, storage, security, installation, fencing, site prep, site fencing and site work are not included. Forklift, Pallet Jack or similar may be required for unloading - Obtaining permits is the responsibility of the agent or customer 			

This quote is valid for 30 days

Subtotal	\$59,272.50
Sales Tax (7.6875%)	\$4,042.28
Total	\$63,314.78

BCL Enterprises, Inc.

P.O. Box 15223
 Rio Rancho, NM 87174
 Off.(505)892-2233/Fax 892-0152
 NM Lic.# 028364 GB-98

ESTIMATE

DATE	Estimate #
8/8/2022	2022-190DD

NAME / ADDRESS
Charlie Brown Park City of Hobbs, NM

P.O. NO.	TERMS	FOB	PROJECT
	Net-30		Charlie Brown Park

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Based on Creative Recreational Designs, Inc. Quote #22177			
Labor	Excavate Grass/Dirt for new 4 post 30 x 40 x 8 HIP Steel Shelter by CFP, haul away debris, protect grass, estimated 3x5 footing detail, permit	1	45,500.00	45,500.00T
MOB	Mobilization and Bond Fees	1	5,000.00	5,000.00T
	CES Contract #2020-04N-C108-4: Quote is based on good access, typical digging conditions, public utilities location - owner to locate private utilities, does not include unloading, storage, fencing of area, or security			
Thank you for the opportunity of quoting you!!				\$50,500.00
			(7.46%)	\$3,767.30
			TOTAL	\$54,267.30

SIGNATURE _____

Phone #	Fax #	E-mail
505-892-2233	505-892-0152	bcl1985@aol.com



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6th, 2022

SUBJECT: CES CONTRACT WITH LEE ENGINEERING FOR THE PROFESSIONAL ENGINEERING OF TRAFFIC SIGNAL DESIGN AT DAL PASO/CLINTON & DAL PASO/SNYDER
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 8-29-2022
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City of Hobbs entered into a grant agreement with the New Mexico Department of Transportation (NMDOT) on June 6, 2022 via Resolution No. 7209. The grant is part of the NMDOT's Municipal Arterial Program (MAP) that includes planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, and misc. improvements and Traffic Signal Construction at the intersections of Dal Paso/Clinton & Dal Paso/Snyder.

Lee Engineering will provide design and construction plans for the two intersections to upgrade the existing traffic signals and to make ADA sidewalk improvements. The plans will include the placement, sizing, and location of poles, heads, conduits, pull boxes, signal cabinet placement, equipment, new conductors, pushbuttons, pedestrian heads, and ADA curb ramp reconstruction.

Fiscal Impact:

Reviewed By: Deborah Corral
Finance
Digitally signed by Deborah Corral
DN: cn=Deborah Corral, o=City of Hobbs, ou=Finance Dept, email=dcorral@hobbsnm.org, c=US
Date: 2022.08.29 13:31:44 -0600

Budget Line: 48-4048-44901-00295
Budgeted: \$74,655.91
Grant Funding: \$635,000 NMDOT MAP Grant (L200557) FY23
Local Match: \$158,750 (25%)
State Match: \$476,250 (75%)
Design fees: \$49,012.26 including NMGR
Note: Construction Funding will be budgeted in Fund 48 with BAR No. 2

Attachments:

Lee Engineering CES proposals

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney
Digitally signed by Efrén A. Cortez
DN: cn=Efrén A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2022.08.29 14:07:49 -0600

Recommendation:

Consideration and approval of CES Contract with Lee Engineering (CES No. 19-01N-C2012-ALL)

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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



ARIZONA
TEXAS
NEW MEXICO
OKLAHOMA

QUOTE No. 1

August 10, 2022

Anthony Henry
City of Hobbs Engineering Division
200 E. Broadway
Hobbs, NM 88240

Re: Dal Paso and Clinton Intersection Improvements

Mr. Henry,

PROJECT UNDERSTANDING

It is understood that signal and ADA improvements are desired for the intersection of Dal Paso and Clinton to provide improved pedestrian operations at the intersection. Therefore, Lee Engineering will prepare traffic signal design, and curb ramp design for review and construction.

The design plans will include the placement, sizing, and location of poles, heads, conduit, pull boxes, signal cabinet placement, equipment, new conductors, pushbuttons, pedestrian heads, and curb ramp reconstruction.

As the signal is part of a coordinated system, communications and ITS will be maintained or remain unmodified.

SCOPE

TASK 1. BASE FILE DEVELOPMENT

Lee Engineering will develop base design drawings using previous prepared plans, as-builts, and aerial photography indicating existing conditions including current approximate curb line, sidewalk, adjacent driveway locations, adjacent appurtenances such as wall or fencing, right-of-way, and utility locations. Existing right-of-way and utility survey will be provided by the City of Hobbs.

Using the information above, Lee Engineering will develop sheet borders, design sheets, scheduling format, cover sheet and general note requirements. It is assumed and recommended that pole location potholing and additional survey for assurance of ADA/PROWAG compliance be the responsibility of the contractor. This could be done through an allowance included in the overall construction fee.

TASK 2. SIGNAL DESIGN

Based on City of Hobbs signal design plan requirements and standards our signal design plans will illustrate the proposed hardware, poles, traffic controller cabinet, electrical service, pedestrian heads and push buttons, pull boxes, conduit, cables, and conductors. Signal design will also include the removal plans of existing infrastructure as required.

TASK 3. GEOMETRIC DESIGN

Geometric design will include redesign of curb ramps at each of the pedestrian crossing locations. Curb ramps will be designed in accordance with the latest City of Hobbs standards with appropriate standard drawings references and approximate locations shown on plans. For this design no grading details will be

provided. Therefore, final satisfaction of ADA/PROWAG requirements will need to be field verified and adjusted, if necessary. New curb design will identify match location, curb and gutter type (per City Hobbs Standard), and curb return radius, and new curb length. Grading details, point elevations and offsets will not be provided as part of this design.

Lee Engineering shall submit preliminary design plans digitally. Preliminary Design Plans must be approved by the City of Hobbs prior to the Consultant commencing with the preparation of Final Design Plans. Preliminary Design Plans shall include, at a minimum, the following information:

- Removal Sheets
- Baseline and Right-of-Way Designations
- Existing utility locations
- Proposed Ramp Locations
- Proposed pole, signal head, pull box, controller cabinet, and conduit locations
- Conductor Schedule

At the time of submittal of the Preliminary Design Plans, the Consultant shall prepare an estimate of construction quantities and develop preliminary opinion of probable construction cost.

Upon approval of the Preliminary Design Plans, the Consultant shall prepare Final Design Plans. Final Design Plans shall be consistent with the content and format of the Preliminary Design Plans and, in addition, shall include the following:

- Final General Construction Notes
- Summary Sheets
- Details and Standards

The Consultant shall develop and submit a final estimate of construction cost.

Upon approval of the Final Design Plans, the Consultant will prepare and submit Signed and Sealed Production Construction Plans.

4. MEETINGS AND COORDINATION

A total of one meeting has been included in the scope and fee including one kickoff meeting to be conducted via phone/web conferencing. Lee Engineering will coordinate with the City of Hobbs regarding design, utility and format of the design and plan sheets. Submittal comments will be coordinated via e-mails and phone calls.

DELIVERABLES

Preliminary Design Submittal

This submittal will include an overall plan set indicating conduit layout, proposed wiring scheme, pole locations, beacon locations, pedestrian buttons, electrical service, conductor schedule, ramp locations, median refuge design, and cost estimates. Quantity estimates for all applicable bid items will be tabulated along with estimated unit costs. Preliminary design will be submitted digitally to the City of Hobbs.

Production Submittal

Upon addressing design comments from the City of Hobbs, sign and sealed final plan sheets and cost estimates will be submitted digitally to the City of Hobbs. The City of Hobbs will be responsible for contract documents and the production of hard copy sets of plans, if needed.

ADDITIONAL SERVICES

The City of Hobbs and the Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City of Hobbs' written request. Any additional amounts paid to the Consultant because of material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. The following items are not included in the scope of services and may be performed as additional services:

- Hydrology and/or hydraulic computations
- Drainage design and maps
- Geotechnical services
- Pavement thickness design and/or analysis
- Landscape and irrigation design
- Temporary signal design
- Retaining wall design and/or analysis
- Utility coordination and relocation design
- Attendance to pre-bid, pre-con, construction progress meetings, and any construction phase services.
- Production of contract documents
- ROW survey and ROW acquisition maps
- Field and utility survey
- Potholing

FEE AND SCHEDULE

LEE will perform the work included in Tasks 1 through 4 above and the fees for services are provided in the table below and will be billed as a lump sum.

Task	Fee
Fee for Tasks 1-4	\$ 22,462.72
Additional Services	At current hourly rate
CES Fee	\$280.78
NMGRT	\$1,762.62
Total Cost	\$ 24,506.13

An example schedule is provided below for your information. Final milestone dates will depend upon receipt of the Notice to Proceed.

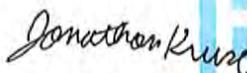
Task	Complete By
Notice to Proceed	August 1, 2022
Submit Preliminary Plans	September 16, 2022
Review of Preliminary Plans	September 23, 2022
Submit Final Signed and Sealed Plans	October 7, 2022

The project will be completed following a schedule to accommodate the roadway improvements submittal dates and are contingent upon receiving all the necessary base and design files prior to a submittal date.

If you have any questions, please contact me at (505) 338-0988. Thank you for the opportunity to provide this proposal. We look forward to working with you on this Project. We can begin work on this Project upon receipt of this signed letter.

Sincerely,

Accepted

 Digitally signed by Jonathon Kruse
Reason: I am the author of this document
Date: 2022.08.10 15:54:32-06'00'

Jonathon Kruse, PE, PTOE
Project Manager

Anthony Henry
City of Hobbs

Date

City of Hobbs
Dal Paso Street & Clinton St Signal Design
CES Contracting

Lee Engineering						
Task	Principal Paul Barricklow, P.E., PTOE	Project Manager Jonathon Kruse, P.E., PTOE	EIT/Senior Engineering Designer	Total Hours For Task	Total Cost For Task	
BASIC SERVICES						
1 Base File Development						
a. Base File Set-Up	0	0	4	4	\$497.32	
b. Design Sheets Set Up	0	1	4	5	\$665.95	
c. General Note Sheets	0	1	4	5	\$665.95	
Task Total	0	2	12	14	\$1,819.22	
2 Signal Design						
c. Preliminary Design	0	6	24	30	\$3,995.70	
d. Preliminary Submittal	1	4	4	9	\$1,488.83	
e. Final Design	0	6	12	18	\$2,533.74	
f. Final/Production Submittal	1	2	4	7	\$1,131.57	
Task Total	2	18	44	64	\$9,149.84	
3 Geometric Design						
c. Preliminary Design	0	6	20	26	\$3,508.38	
d. Preliminary Submittal	1	4	4	9	\$1,488.83	
e. Final Design	0	6	10	16	\$2,290.08	
f. Final/Production Submittal	1	2	4	7	\$1,131.57	
Task Total	2	18	39	59	\$8,418.86	
4 Meetings and Coordination						
a. Kickoff Meeting	0	2	0	2	\$357.26	
d. General Coordination	2	12	0	14	\$2,717.54	
Task Total	2	14	0	16	\$3,074.80	
Person Hours						
	6	52	94	152		
Standard Hourly Rate						
	\$ 286.99	\$ 178.63	\$ 121.83			
Labor Cost						
	\$ 1,721.94	\$ 9,288.76	\$ 11,452.02		\$22,462.72	
Survey: Utility & ROW						
Provided by CoH						
Mileage						
NA						
Lodging & Per Diem						
NA						
CES Fee (1.25%)						
\$280.78						
Subtotal Labor + Expenses						
\$22,743.60						
NMGRT (7.75%)						
\$1,762.62						
Grand Total						
\$24,506.13						



ARIZONA
TEXAS
NEW MEXICO
OKLAHOMA

QUOTE No. 2

August 10, 2022

Anthony Henry
City of Hobbs Engineering Division
200 E. Broadway
Hobbs, NM 88240

Re: Dal Paso and Snyder Intersection Improvements

Mr. Henry,

PROJECT UNDERSTANDING

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The design plans will include the placement, sizing, and location of poles, heads, conduit, pull boxes, signal cabinet placement, equipment, new conductors, pushbuttons, pedestrian heads, and curb ramp reconstruction.

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NMGRT	\$1,762.62
Total Cost	\$ 24,506.13

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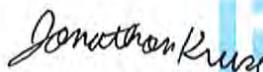
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If you have any questions, please contact me at (505) 338-0988. Thank you for the opportunity to provide this proposal. We look forward to working with you on this Project. We can begin work on this Project upon receipt of this signed letter.

Sincerely,

Accepted



Digitally signed by Jonathon Kruse
Reason: I am the author of this document
Date: 2022.08.10 15:56:15-06'00'

Jonathon Kruse, PE, PTOE
Project Manager

Anthony Henry
City of Hobbs

Date

City of Hobbs
Dal Paso Street & Snyder St Signal Design
CES Contracting

Task	Lee Engineering			Total Hours For Task	Total Cost For Task
	Principal Paul Barricklow, P.E., PTOE	Project Manager Jonathon Kruse, P.E., PTOE	EIT/Senior Engineering Designer		
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Labor Cost	\$ 1,721.94	\$ 9,288.76	\$ 11,452.02		\$22,462.72
Survey: Utility and ROW					Provide by CoH
Mileage					NA
Lodging & Per Diem					NA
CES Fee (1.25%)					\$280.78
Subtotal Labor + Expenses					\$22,743.50
NMGRT (7.75%)					\$1,762.62
Grand Total					\$24,506.13



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF THE REPLAT OF LOT(S) 13 AND 14 OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, TO SOUTHWESTERN PUBLIC SERVICE COMPANY FOR THE PURCHASE PRICE OF \$450,000.00.

DEPT. OF ORIGIN: Engineering
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Adoption of the Ordinance to sell a parcel of land comprised of the replat of lot(s) 13 and 14 of the Hobbs Industrial Airpark South Subdivision, to Southwestern Public Service Company. The City of Hobbs is proposing to sell a municipally owned parcel comprised of Lot 13 and Lot 14 in the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the purchase price of \$450,000. A plat of the Industrial Subdivision with the parcel highlighted is attached. The purpose of the sale is Economic Development. The City Commission authorized publication of the Ordinance on August 1, 2022.

Fiscal Impact: Reviewed By: Deborah Corral
City of Hobbs, or City of Hobbs, Finance Dept.
email: dcorral@hobbsnm.org, ext: 25
www.ci.hobbs.nm.us
Finance Department

The revenue from this sale will be booked against the Land Acquisition Fund. Any future development of HIAP Projects will be budgeted in the Capital Projects Fund when identified.

Attachments: Ordinance; Site Map, Real Estate Purchase Agreement and Protective Covenants

Legal Review: *Approved As To Form:*
Efren A. Cortez
City of Hobbs, or City of Hobbs, Attorney's Office
email: ecortez@hobbsnm.org
www.ci.hobbs.nm.us
City Attorney

Recommendation:
Staff recommends consideration to approve publication of the Ordinance.

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, NEW MEXICO

ORDINANCE NO. 1145

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF THE REPLAT OF LOT(S) 13 AND 14 OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, TO SOUTHWESTERN PUBLIC SERVICE COMPANY FOR THE PURCHASE PRICE OF \$450,000.00.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision, in the Hobbs Industrial Air Park South Subdivision; and

WHEREAS, the HIAP industrial areas have been designated by the City of Hobbs Industrial Air Park Master Plan for commercial and industrial development; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the sale of this property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Sale:** The City proposes to sell a parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision, for the purchase price of \$450,000.00.

The Sale of the City owned Real Property must be approved by City Ordinance pursuant to NMSA Section 3-54-1 et. seq., as amended.

An Agreement for the Purchase of Real Estate concerning terms of the sale and Protective Covenants for the property are part of the Proposed Ordinance.

2. **Appraised Value of Municipally Owned Real Property:** The municipality has received a viable offer at or above the appraised value.

3. **Schedule of Payments:** The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 10,000
At Closing Balance of Cash	\$440,000
Total Payments	\$450,000

4. **The Amount of Purchase Price:** \$450,000
5. **Purchaser of Property:** Southwestern Public Service Company.
6. **Purpose of Municipal Sale:** Industrial and Economic Development - Site acquisition for company providing Public Utility Services.

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

(I)

That the City of Hobbs hereby approves the sale of the Property as described as follows:

LEGAL DESCRIPTION

A parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision.

Subdivision Plat is attached hereto to this Ordinance as Exhibit #1, and made a part of this Ordinance. Subject to the conditions and terms in Exhibit "2", Agreement for The Purchase of Real Estate, as attached hereto and made a part of this Ordinance.

(II)

That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-2-1, et. seq., and 3-54-1, et. seq., NMSA 1978, as amended.

(III)

That the effective date of this Ordinance shall be forty-five (45) days after its adoption by the governing body of the City of Hobbs, unless a referendum election is held.

(IV)

That City staff and officials are hereby authorized and directed to do all acts and deeds necessary in the accomplishment of the above.

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

CITY OF HOBBS, NEW MEXICO

By _____
Sam D. Cobb, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk

**REAL ESTATE PURCHASE AGREEMENT
CITY OF HOBBS AND SOUTHWESTERN PUBLIC SERVICE COMPANY**

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this 26th day of July, 2022, between Southwestern Public Service Company, a New Mexico corporation, whose address is 790 S. Buchanan Street, Amarillo, TX 79101 (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

A. The City, in consideration of the mutual covenants herein contained, agrees to sell and convey, and Purchaser agrees to purchase the real estate described below, together with all buildings and improvements and all rights, hereditaments, easements and appurtenances thereunto belonging, property located in the Hobbs Industrial Airpark South Subdivision, more particularly described as follows, and referred to hereinafter as "Property," on the terms and conditions set forth herein.

PARCEL DESCRIPTION:

Replat of Lot(s) 13 and 14 of the Hobbs Industrial Airpark South Subdivision, City of Hobbs, Lea County, New Mexico. Subdivision Replat is attached hereto as Exhibit #1.

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. Earnest Money Deposit.

Purchaser will make an earnest money deposit with First American Title Insurance Company, 1819 N. Turner Street, Ste. B, Hobbs, NM 88242 (the "Title Company") in the sum of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00), within seven (7) working days of Commission Approval of this agreement (the "Earnest Money Deposit").

2. Purchase Price.

A. The purchase price for the Property shall be FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$450,000.00) (the "Purchase Price") of which the amount paid as Earnest Money Deposit shall be a part, and the Earnest Money Deposit shall be applied to the Purchase Price at Closing.

B. The Purchase Price includes access to standard City Industrial Park infrastructure and utility services pursuant to the City Utility Service Policy as adopted November 2014.

3. Property, Survey, and Access.

A. Within sixty (60) days following the execution of this Agreement, the City will provide Purchaser with the approved and recorded replat of Lot(s) 13 and 14 of the Hobbs Industrial

Airpark South Subdivision, City of Hobbs, Lea County, New Mexico, creating a single Lot. The replat of the Property by the City in accordance with this paragraph is a requirement to Closing.

- B. Purchaser may conduct an ALTA survey of the Property at its cost.
- C. Purchaser and its employees, agents and contractors shall have the right to enter the Property during normal business hours and upon reasonable prior notice to City to inspect the same, perform surveys, environmental assessments, soil and other tests and for other investigations and activities consistent with the purposes of this Agreement. Upon completion of Purchaser's activities on the Property, Purchaser shall restore the Property to as near a condition as existed immediately prior to the entry by Purchaser as is reasonably possible, provided however, Purchaser shall not be liable for any prior environmental contamination or any other existing condition on the Property.

4. Closing.

Provided that neither Party is in default of this Agreement and that all conditions to Closing have been satisfied or waived, the consummation (herein called the "Closing") of the purchase and sale of the Property shall occur on a mutually agreeable date, but no later than December 31, 2022 (the "Closing Date"). The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the adoption of the ordinance referenced in Section 23.A.

- A. The City shall deliver the following at Closing:
 - (i) the deed described in Section 7;
 - (ii) all normal and customary documents and instruments which are necessary to (a) transfer the Property to Purchaser (subject only to the permitted exceptions), (b) evidence the authority of City, or (c) permit the Title Company to issue the title insurance policy; or as may be required of City under applicable law; and
 - (iii) City's signed settlement statement consistent with this Agreement.
- B. Purchaser shall deliver the following at Closing:
 - (i) the Purchase Price, subject to any adjustments as set forth in this Agreement; and
 - (ii) Purchaser's signed settlement statement consistent with this Agreement.

5. Review of Title and Documents.

- A. As soon as reasonably possible following the execution of this agreement, the City shall furnish Purchaser a commitment for owner's policy of title insurance ("Commitment")

for the Property together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights of way, assessments, liens and other matters of record. Purchaser shall have twenty (20) days from receipt of the Commitment and copies of said exceptions within which to notify the City of Purchaser's disapproval of any exceptions shown in the Report.

The City shall have until the date for Closing to eliminate any disapproved exception(s) or patent reservations(s) from the policy of title insurance to be issued in favor of Purchaser, and if not eliminated, then the Earnest Money Deposit shall be refunded, unless Purchaser then elects to waive its prior disapproval. Failure of Purchaser to disapprove any exception(s) or patent reservation(s) within the aforementioned time limit shall be deemed an approval of such exception or patent reservation. The policy of title insurance shall be a standard coverage policy in the amount of the total Purchase Price and shall be paid for by Purchaser.

In the event this contingency or any other contingency to this contract has not been eliminated or satisfied within the time limits and pursuant to the provisions herein, and unless Purchaser elects to waive the specific contingency by written notice to the City, this Agreement shall be deemed null and void, the Earnest Money Deposit shall be returned to the Purchaser, and neither party shall have any rights or liabilities under this Agreement.

B. City, without cost to Purchaser, shall provide Purchaser with copies of all surveys, engineering studies, feasibility studies, soil and water test results, environmental studies or reports, maps, plats, contracts, documents, agreements, permits, licenses, reports and data pertaining to or affecting the Property (collectively, the "Information") in the possession or control of City. The Information shall be delivered to Purchaser on or before five (5) days after the date of this Agreement. In the event of termination of this Agreement for any reason after the date of this Agreement, Purchaser, without additional cost to City, shall promptly return to City all copies of the Information that are in the Purchaser's possession or under Purchaser's control. City agrees that following said initial submission of Information to Purchaser, throughout the term of this Agreement, City shall continue to deliver to Purchaser all Information obtained by City or within City's control promptly after City receives or obtains control over the same. The Inspection Period shall be extended for a period of five (5) additional days following Purchaser's receipt of any Information from City that City fails to deliver prior to the expiration of the Inspection Period.

6. Environmental Assessment.

Purchaser may perform a Phase I Environmental Site Assessment, at its sole cost and expense. Soil, rock, water, asbestos, and other samples found on or taken from the Property shall remain the property of City. Purchaser shall have twenty (20) business days from receipt of the Environmental Assessment Report to advise City of any disapproval of any exceptions or environmental conditions indicated in the Report. A

business day shall be any day other than a Saturday, Sunday or any other day on which banks in Hobbs, NM are required to remain closed.

7. Title.

At Closing, the City shall execute and deliver a Special Warranty Deed conveying the Property to the Purchaser and/or his assigns, in fee simple, subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record except those exceptions and reservations which are disapproved by Purchaser and eliminated by the City as noted above. City shall deliver exclusive legal and actual possession of the Property to Purchaser on the Closing Date.

8. Oil and Gas Activities.

The parties acknowledge and understand City does not own any mineral interest in the property being conveyed. The extraction of any mineral interest shall be subject to all federal, state and municipal rules, regulations and Ordinances concerning such.

9. Risk of Loss.

All risk of loss or damage to the Property will pass from the City to Purchaser at Closing. In the event that material loss or damage occurs prior to Closing, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Earnest Money Deposit, if any, shall be refunded. Possession of the Property by Purchaser shall occur at Closing. Before Closing, Purchaser shall be solely responsible to insure Purchaser's interest in the Property if Purchaser so chooses.

10. Default and Remedy.

A. Default by City. If City defaults in the performance of this Agreement, Purchaser may terminate this Agreement and receive a refund of the Earnest Money Deposit, if any, or may waive default, enforce performance of this contract, and seek whatever legal remedy may be provided by law.

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to Closing, City may terminate this Agreement and retain the Earnest Money Deposit.

C. Notice and Demand for Performance. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other's default), the party claiming default will give written notice of demand for performance. If the party to whom such notice and demand is given fails to comply with such written demand within ten (10) days after receipt thereof, the non-defaulting party may pursue the remedies provided in this paragraph.

13. Attorney's Fees and Costs.

If either is found by a court to have breached this agreement, each of the Purchaser and City shall each pay for their respective legal and attorney's fees and costs.

14. Counterparts.

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

15. Successors and Assigns.

This Section refers to assignability of this Purchase Agreement and not to assignability of the Property after the land purchase has been completed. This Agreement may not be assigned by Purchaser without the prior written consent of the City. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Except that Purchaser is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which he/she is the principal party. Consent shall not unreasonably be withheld by either party.

16. Compliance with New Mexico State Statutes.

The City states that it has complied with the requirements of Section 3-54-1, NMSA, 1978, as amended, and that it has authorization to sell property pursuant to the Hobbs Municipal Code, as amended.

17. Governing Laws.

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

18. State Permits and Licenses.

Purchaser agrees that City has no direct responsibility for Purchaser to make application and obtain required New Mexico State permits and licenses for industrial facility expansion on the Property. Purchaser agrees to indemnify and hold City harmless from and against all liability, claims, demands, damages or costs of any kind arising from or connected with any New Mexico State permit or license application for activities and uses on the property.

19. Protective Covenants.

Purchaser agrees to comply with terms and conditions as stated in the previously recorded Protective Covenants for the Property. These Protective Covenants are attached hereto as Exhibit "2", and made a part of this agreement.

20. Termination.

This agreement shall be terminated on the Closing Date for sale of property, unless either party ends the agreement prior to that date pursuant to Section 10 of this Agreement. All of the City's warranties, representations, certifications, and agreements contained herein shall be and remain true at the time of Closing.

21. City Permits.

Purchaser shall be responsible to apply for all required City permits, including a City Business Registration or License Fee and building permits.

22. Rights of the City and Conditions and Requirements of the Purchaser.

A. Right of Repurchase If Development (Permit and Site Development) Has Not Started Within twelve (12) months Period Following Closing Date.

Subject to the rights of any mortgagees under any mortgages on the Property, the City retains the right to repurchase the property, for the same price paid by the Purchaser, if Purchaser has not begun development (Issuance of a Municipal Building Permit and Site Development) within twelve (12) months of the date of Closing, or if Purchaser defaults prior to completing development within thirty (30) months following the Closing Date. Development is hereby defined as the Purchaser's completion of construction of the complete main building suitable to Purchaser's needs including on-site improvements of paved access street and parking areas, utility service lines, landscaping, and foundations, according to City Design Standards and Building Code Ordinances. Development also includes Purchaser's operation of an industrial development on site suitable to Purchaser's needs, which meets agreed upon minimum economic development goals of job creation. The Purchaser must make a good faith effort to begin and continue development. Upon compliance with the development responsibility of Purchaser and at Purchaser's request, the City shall provide a written, recordable release or certificate of compliance with this paragraph, and a waiver of its right to re-purchase. In the event that the City does not exercise any right to repurchase the Property within three years of the date of such right arises, then that right to repurchase shall lapse and expire.

B. HIAP Property – Real Estate Purchase & Long Term Lease. Agreement Provisions: To ensure creation of new jobs to Lea County, to attract new industry to Lea County and to guard against speculation, the following provisions are required by the City Commission to be incorporated into all new land purchase agreements and long term leases:

1) No re-sale of the Property is to be allowed for the five (5) year period following the date of Closing, except Purchaser may transfer the Property to a wholly owned corporation or entity for the specific purpose of financing improvements on the property.

2) Pursuant to the recorded Protective Covenants, the main building must be completed within thirty (30) months of Closing, and be equal in value to at least four times the Purchase Price of the land.

3) To provide security for enforcement of these covenants, purchaser agrees that a municipal lien may be filed by the City in second position, but in no case no later than six (6) months from Closing, equal to one hundred fifty percent (150%) of the Purchase Price paid to the city, until Purchaser has expended four (4) times the Purchase Price developing the industrial site. Purchaser agrees that this lien shall remain enforceable and be subject to foreclosure if the covenants and/or purchase agreement are violated at any time within the first five (5) years following the date of Closing.

C. Building and Site Development Policies:

1) Completion of the building and site improvements, including the main building, shall be completed and placed in service no later than thirty (30) months from date of Closing. The purpose of this requirement is to insure the property is sold to someone that intends to utilize the industrial park and create jobs and not hold the property for speculation.

2) Retail uses are not permitted except for a factory outlet store as a minor part of the industrial operations to sell goods manufactured on site. Residential uses are not permitted.

3) As the specific property in the Industrial Park is a highly visible site, appropriate landscaping shall be required which may be in excess of MC 15.40 and screening along any roadway frontage. Such that the appearance of the industrial park is enhanced in an effort of attract other HIAP users, the entirety of the frontage on both Business Park Boulevard and Millen shall be landscaped as per MC 15.40.

D. The proposed sale is subject to approval by the City Commission.

E. Purchaser shall be required to construct access driveway(s) to the site boundary on City right-of-way to meet applicable City regulations for property access. Typical drawings showing detail for drainage piping are available for review. An access driveway to Millen will not be allowed except for emergency access purposes and subject to the City's approval of design and location. If Purchaser desires an emergency access driveway on Millen, a separate mutually agreed deed restriction shall be filed at the Lea County Courthouse to restrict use of driveway to emergency access purposes only.

F. Purchaser shall be responsible for acquiring all local, state and federal permits and licensing. City staff will assist purchaser in processing appropriate permits for the site. A “caliche” yard of compacted crusher fines or compacted gravel will be allowed if the area is treated to reduce blowing dust.

G. All activities must meet all local, state and federal regulations, including those related to environmental issues.

H. The City shall extend the times set forth in this Section 22 in the event of a delay or failure of performance caused by forces beyond the reasonable control of Purchaser, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, natural catastrophes or acts of God, interruption of services, epidemic or pandemic, supply chain issues, or governmental actions.

I. Purchaser will be responsible for the extension of City sewer along Business Park Blvd. to the north boundary of the property, as part of the site development.

23. Conditions For Completing The Purchase.

The following actions must occur and be performed prior to Purchaser satisfactorily Closing on the Property:

A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election issue as specified in 3-54-1 et. seq., NMSA, as amended. In the event of a referendum petition and election, Purchaser shall hold City harmless for any and all claimed damages whatsoever.

B. Purchaser must have received, reviewed and approved the replat (survey) prior to Closing.

C. If a request for a Phase I Environmental Site Assessment, Purchaser must have received, reviewed and approved the Phase I Environmental Assessment Report for the Property prior to Closing. Purchaser shall have the Environmental Assessment Report for review at least thirty (30) calendar days prior to the intended date of Closing; and Purchaser shall have thirty (30) days from receipt of the Report to raise any objections with City.

D. There shall be no material adverse change in the condition of the Property as of Closing.

E. The representations and warranties contained in this Agreement are true and correct as of the date of Closing.

F. If any of the conditions set forth in this Section are not satisfied to the sole discretion of the Purchaser prior to Closing, or waived by the time specified therefor, or,

if no time is specified, then by the Closing Date, then the Purchaser shall receive a refund of the Earnest Money Deposit.

24. Representations and Certifications Made By The City As A Part Of This Agreement.

The City represents and warrants to the Purchaser that the following shall be true and correct, as of the date hereof and as of the date of Closing:

- A. The City owns title to the Property subject only to easements, restrictions and reservations of record as disclosed in the title commitment.
- B. There are no public improvements which have been commenced or completed for which special real property tax assessments may be or have been levied against the Property.
- C. There are no known existing violations of applicable law with respect to the Property.
- D. There is no litigation pending or threatened against the Property which might result in a lien on the Property, or might interfere with the City's ability to sell or convey the Property, or which might have a material adverse change upon the Property.
- E. The execution and delivery of the Purchase Agreement and Closing of the sale by the City will not result in the breach of any agreement, decree or order to which the City is a party or by which the Property is bound.
- F. There are no condemnation proceedings pending or threatened with respect to all or any portion of the Property.
- G. To the best knowledge of the City as of the date hereof, the following statement is made regarding the Property:

To the best knowledge of the City, there are no past or present investigations, proceedings, litigation or regulatory hearings with respect to the Property alleging non-compliance with or violation of any federal or state law regarding environmental matters. To the City's actual knowledge, there has not now, nor have there been, any above ground or underground storage tanks located in or under the Property. To the City's actual knowledge, the Property has previously been owned by the US Government Land Office, the City of Hobbs, the US Hobbs Army Airfield, and the City of Hobbs, New Mexico. The only known prior uses of the Property are 1) open range grazing by local ranches from 1880 through the 1940's time period; and 2) use of the area as a portion of the Hobbs Army Airfield operation during W.W.II.

The complete environmental record and clean-up report of City remediation projects is available for review by the Purchaser. To the best knowledge of the City, the Property presently is not and has never been used for any other storage, manufacture, disposal, handling, transportation or use of any hazardous substances in violation of any law, other than those connected with the Hobbs Army Airfield.

H. The City is not a party to any contracts relating to the Property, except for this Agreement.

25. Representations and Certifications Made By The Purchaser As Part Of This Agreement.

The Purchaser represents and warrants to the City that the following shall be true and correct, as of the date hereof and as of the date of Closing:

A. The Purchaser is a viable company with its Satellite Office in Hobbs, New Mexico.

B. The Purchaser intends to construct an industrial complex with structures within the thirty (30) months following Closing.

C. Purchaser shall obtain a City Building Permit and begin construction on the site no later than twelve (12) months after Closing. City shall assist Purchaser and cooperate in the issuance of the City Building Permit necessary to meet this requirement.

D. The Purchaser agrees to all economic development goals within this Agreement for economic development in Hobbs for the five (5) year period following Closing. Purchaser has sufficient financial resources available to complete all of the above building, development and operation goals.

26. Time of Essence.

Time is declared to be of the essence of this Agreement.

27. Additional Documents.

The parties agree to execute further documents as may be reasonably required to effectuate the purchase and sale of the Property as provided by this Agreement.

28. Entire Document.

This instrument constitutes the entire agreement between the City and the Purchaser, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein. This Agreement cannot be amended except in writing executed by the Purchaser and the City.

[signature page follows]

Done and approved on the date first written above.

CITY:

City of Hobbs, New Mexico

Sam Cobb, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Efren Cortez, City Attorney

[Purchaser signature on next page]

PURCHASER:

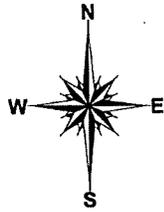
Southwestern Public Service
Company, a New Mexico corporation

Matthew Boehlke

Matthew Boehlke
Sr. Director, Property and Aviation
Services, Xcel Energy Services Inc., as
agent for Southwestern Public Service
Company

Exhibit #1
(Subdivision Replat)

[see attached]



SUMMARY REPLAT LOTS THIRTEEN (13) AND FOURTEEN (14), HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, CITY OF HOBBS, LEA COUNTY, NEW MEXICO

DESCRIPTION:

REPLAT OF LOTS THIRTEEN (13) AND FOURTEEN (14), HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, INTO LOT 13-A, HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION. SAID PROPERTY IS BEING REPLATTED AS THE SAME APPEARS HEREON, WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS THEREOF.

[Signature]
SAM COBB, MAYOR
CITY OF HOBBS,
BOOK 1142, PAGE 107

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF August, 2022 A.D.,
BY SAM COBB, MAYOR, CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

[Signature]
NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
KRISTEN SALAS
Commission Number 1127767
My Commission Expires DECEMBER 10, 2022

CERTIFICATE OF MUNICIPAL APPROVAL:

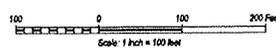
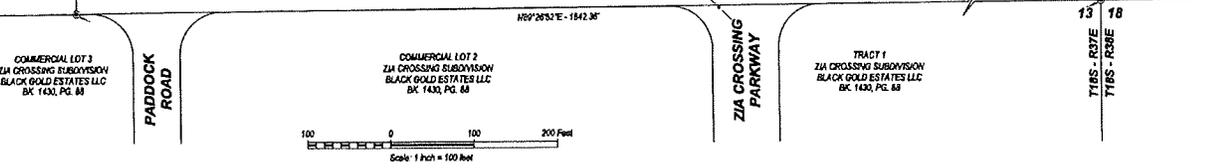
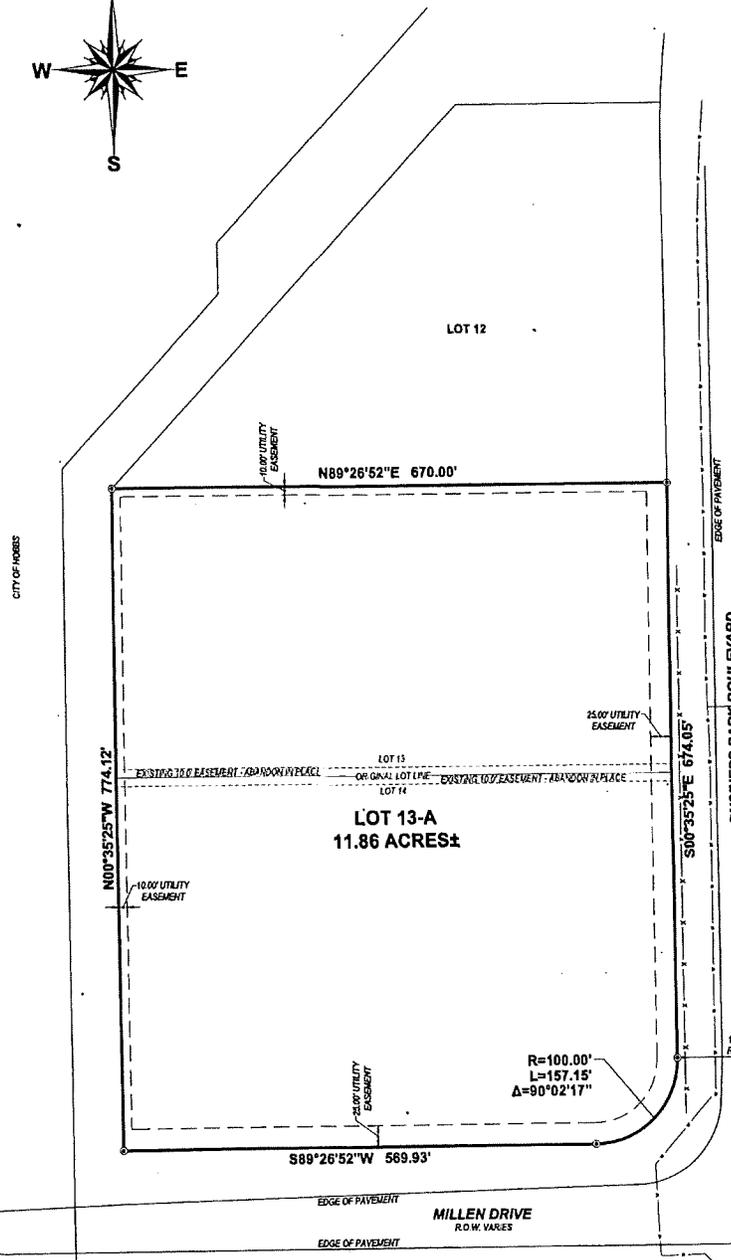
I, KEVIN ROBINSON, DEVELOPMENT DIRECTOR FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, HAS BEEN REVIEWED AND DESIGNED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS ON THIS 8th DAY OF August, 2022 A.D.
[Signature]
KEVIN ROBINSON, DEVELOPMENT DIRECTOR
ATTOR: *[Signature]*
JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF August, 2022 A.D., BY
KEVIN ROBINSON AND JAN FLETCHER.

[Signature]
NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
KRISTEN SALAS
Commission Number 1127767
My Commission Expires DECEMBER 10, 2022

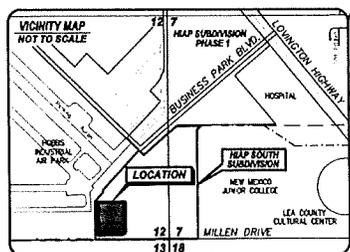


- LEGEND:**
- ⊙ - DENOTES FOUND 1" STEEL ROD WITH CAP MARKED "M.S.C. PS 12641", UNLESS NOTED OTHERWISE
 - — — — — WATER LINE
 - - - - - DENOTES FENCE LINE
- NOTES:**
- 1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. THE CONVERGENCE ANGLE TO TRUE NORTH IS 0°17'34.78" BASED ON A POINT OF ORIGIN LOCATED AT (NAD83) N: 847834.89 E: 807177.83 ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT HDOPUS PROCESSING. DISTANCES ARE SURFACE VALUES.
 - 2) UTILITY LOCATIONS SHOWN HEREON ARE FROM OBSERVED EVIDENCE AND INFORMATION PROVIDED BY THE CITY OF HOBBS ENGINEERING DEPARTMENT. ACTUAL LOCATIONS SHOULD BE VERIFIED.
 - 3) ADJACENT OWNERS OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.

SURVEYOR'S CERTIFICATE:
I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE ANNUAL STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
[Signature] DATE: 08/03/2022



PROVIDING SURVEYING SERVICES SINCE 1948
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO HOBBS, N.M. 88240
(505) 963-3117 www.jwsurvey.com
TSP.LB# 10021000



Scale: One Inch = One Hundred Feet
CAD Drafter & Date: DSS - 08/04/2022
Checked By: EP 8-3-2022
JWSC W.O. No.: 22110312
JWSC File No.: D - 1443
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STATE OF NEW MEXICO
COUNTY OF LEA - FILED:
LEA COUNTY, NM
KEITH HENNES, COUNTY CLERK
80823184
Book 1199 Page 644
1 of 1
08/11/2022 02:06 PM
BY: TERY DAVIS

Exhibit #2
(Protective Covenants)

[see attached]

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35256

PROTECTIVE COVENANTS AND DESIGN STANDARDS FOR THE HOBBS
INDUSTRIAL AIR PARK SOUTH SUBDIVISION PROPERTY.

GENERAL CONDITIONS PART I

This Declaration, made the 11th day of July, 2011, by the City of Hobbs, hereafter referred to as "Declarant" or "City".

1. Purpose.

A. Declarant is the owner of certain real property in the within the City limits of Hobbs in the County of Lea, State of New Mexico, referred to as "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION", described as follows and more particularly in "Exhibit A" which is attached hereto and by reference made a part hereof, more commonly known as a portion of the Hobbs Industrial Air Park, (hereafter referred to as the Property.)

LEGAL DESCRIPTION - "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION:

THE FOREGOING SUBDIVISION OF A CERTAIN TRACT OF LAND SITUATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, LYING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF SAID SECTION 12, THEN N89°30'09"E ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 629.90 FEET; THEN N00°30'49"W A DISTANCE OF 2023.59 FEET TO A BRASS CAP IN CONCRETE; THEN N00°28'47"W A DISTANCE OF 557.87 FEET TO A BRASS CAP IN CONCRETE; THEN N44°30'22"E A DISTANCE OF 141.42 FEET TO A BRASS CAP IN CONCRETE ON THE SOUTH BOUNDARY OF PHASE ONE OF THE HOBBS INDUSTRIAL AIRPARK SUBDIVISION TO THE CITY OF HOBBS; THEN S89°30'22"W ALONG SAID BOUNDARY A DISTANCE OF 581.19 FEET; THEN S49°47'57"W ALONG SAID BOUNDARY A DISTANCE OF 1044.46 FEET; THEN N45°25'39"W ALONG SAID BOUNDARY A DISTANCE OF 165.03 FEET; THEN S42°59'13"W A DISTANCE OF 1277.69 FEET; THEN S00°35'25"E A DISTANCE OF 59.36 FEET; THEN S42°59'13"W A DISTANCE OF 280.35 FEET; THEN S00°35'25"E A DISTANCE OF 943.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST; THEN N89°26'52"E ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 1842.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 116.90 ACRES MORE OR LESS.

B. The purpose of these Protective Covenants is to establish and maintain a planned business and industrial center with certain design standards which may be in addition to those development regulations imposed by the City of Hobbs, and other governmental entities having jurisdiction over the Property.

C. In order to establish general rules and guidelines for the improvement and development of the Property, Declarant desires to impose upon it mutual and beneficial restrictions for the benefit of all lands in the Property and for the benefit of all future

owners of lands in the Property.

2. General Provisions.

A. Declarant, owner of the Property, hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed, and occupied subject to the Protective Covenants herein set forth, each and all of which shall inure to the benefit of and pass with each and every parcel of the Property, and apply and bind the heirs, assignees, and successors in interest of each and every owner of a parcel or parcels of the Property.

B. Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns to use the property only in accordance with the Protective Covenants herein set forth, and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

C. Each purchaser or user of any parcel of land in the Property shall comply with all applicable laws of the City of Hobbs, Lea County, the State of New Mexico and the United States of America.

D. Building and Development Performance Goals. The purpose of these requirements is to insure the Property is sold to and developed by someone that intends to utilize the industrial park and create jobs and not hold the property for speculation. Each initial purchaser of any parcel of the Property directly purchasing from the Declarant covenants and agrees with Declarant, its successors and assigns to develop each parcel or property within eighteen (18) months following the date of purchase. Building construction shall be started on each parcel within six (6) months of the date of closing for all parcels. The main building on each parcel shall be completed within 18 months. For developments on multiple lots exceeding 12.0 acres total, the City Manager is authorized to consider and may grant variances to allow a time extension of the completion date to 30 months for larger buildings and complexes; or if an owner experiences unforeseen problems during the construction which cause serious and unavoidable delays.

E. Economic Development and Private Investment Performance Goals. For all Real Estate Purchase & Long Term Leases in excess of 5 years in the Property, each initial Purchaser or Lessee of any parcel of the Property directly purchasing or leasing from the Declarant covenants and agrees that in order to ensure creation of new jobs to Hobbs and Lea County, to attract new industry to the area and to guard against speculation, that some or all of the following provisions may be incorporated by the City into all new land purchase agreements and long term leases:

To provide security for enforcement of these covenants, purchaser agrees that a municipal lien shall be filed by the City in second position, within six months following the purchase of the Property, in an amount equal to one hundred fifty percent (150%) of the purchase price paid to the city, until Purchaser has expended a minimum threshold of four (4) times the purchase price in developing

the industrial site, at which time the lien shall be released by the City. Said lien shall be foreclosed should the aforesaid four (4) times threshold of capital investment is not satisfied within thirty-six (36) months of possession of a property.

F. Land speculation and holding vacant parcels off the market is not permitted and is inconsistent with the City's goals to develop a vibrant industrial area to promote economic development of Hobbs.

G. Right of Repurchase. If any owner does not comply with the above covenants, the City may exercise re-purchase powers or take other legal actions as necessary. The purchase agreements will contain re-purchase clauses if development and building has not started according to the requirements. The City shall also specify conditions regarding economic development and job creation; private investment; prohibition of land speculation; inflating future sale prices; etc. in each real estate purchase agreement.

H. Variances to Specific Requirements Herein This Section 2. For good cause shown, the City Manager is authorized to consider and may grant variances to the requirements of Section 2 above, if unforeseen problems may occur on a Property.

3. Design Review Board.

A. Declarant hereby designates the Hobbs Planning Board of not less than six (6) persons, to function as the Design Review Board, hereafter referred to as the "Board". Composition of and membership of the Hobbs Planning Board shall be determined and appointed by the City of Hobbs City Commission. Declarant shall appoint all members of the Board, and may expand the number of members, possibly including other land owners, as may be decided in the future solely by the Declarant, for purposes limited solely to HIAP Design Review Board agenda items.

B. Declarant shall establish rules and procedures for the Board, including but not limited to procedures for the submittal and review of plans. Declarant may amend these procedures and rules, but shall publish any amendment according to Section 3-1-2, et. seq. NMSA 1978, as amended. The approval and consent of the Board shall not be unreasonably withheld on matters properly coming before the Board.

C. The Board shall exist as long as Declarant owns any parcel or portion of the Hobbs Industrial Air Park, within which the Property is encompassed.

D. There shall be no charge for services rendered and reviews undertaken by the Board.

E. All decisions of the Board shall be rendered in written format to the applicant.

F. Except with respect to land owned by the City of Hobbs, no building site or parcel of land within the Property may be divided, subdivided or fractional part thereof sold, leased or conveyed so as to create a new parcel, or combined with any building site or

parcel of land without the prior written consent of the Board.

G. All Site Development Plans, subdivision plats, and construction plans requiring a building permit or fence permit upon the Property shall be submitted to the Board for review and approval, prior to review by the appropriate City office and other reviewing agencies. Except that the Declarant may file subdivision plat revisions and City infrastructure plans, which are exempt from the Board's review. All Site Development Plans shall include all drainage structures, building locations, access driveways, truck loading and parking facilities and any other proposed facilities on the site. A conceptual grading and drainage plan shall be submitted to the City Engineer for review and approval at the same time the Site Development Plan is submitted. Plans submitted for review by the Board, if submittal is complete, accurate and in compliance with submission requirements of the Board, shall be deemed approved by the Board, if no action shall be taken within thirty (30) working days from the date of submittal. All plans to be submitted for review by the Board shall be submitted to the Planning Department of the City of Hobbs, at 200 E. Broadway, Hobbs, NM 88240.

H. Decisions by the Board shall not be construed as professional expertise and no warranty or liability for construction according to such plans shall be placed on the Board or Declarant.

I. No building permit, subdivision of land or any other type of development permit shall be approved for any parcel in the Property, unless said Site Development Plan submittal has first been submitted to the Hobbs Planning Department and presented to the Board for review and recommendations.

J. For good cause shown, the Board may approve variances to these Protective Covenants, except for Section 2 above in its entirety.

K. The City Commission may also approve variances to these protective covenants, in the exercise of its discretion to approve plans, to permit, or to consent to approve a variance from the specific requirements or effect of a particular covenant herein contained.

L. Any aggrieved person that is affected by an administrative decision of any City Board or official may appeal that decision to the City Commission. The appeal must be presented in writing to the City within fifteen (15) days of the action causing the appeal. Appeals of the City Commission must be filed with the District Court.

4. Permitted, Regulated and Non-Permitted Uses.

A. The Board may impose any reasonable condition on activities, such as landscaping, or regulation of grading during certain months of the year, to mitigate the effects of the activity's appearance, noise, traffic, dust and similar impact(s). Any aggrieved person affected by such a decision may file an appeal with the City Commission pursuant to Section 3L above.

B. Activities and uses on the Property shall be constructed, used or occupied to insure that there is no excess noise, vibration, toxic or noxious matter, humidity, heat or glare, liquid or solid waste, at or beyond any lot line of the parcel on which it is located. No activity or use shall emit air pollutants to such an extent that such use is classified as a "Major Stationary Source" by New Mexico Air Quality Control Regulation #707 and/or 40 CFR Part 51 of the U. S. Environmental Protection Agency.

C. No parcel or structure on the Property shall be used for any heavy manufacturing use and the following specific uses listed below:

- ** Smelting of Ores.
- ** Glue Manufacture.
- ** Fertilizer Manufacture.
- ** Airport or Heliport.
- ** Fat Rendering.
- ** Explosive Manufacture or Storage of large quantities of explosives.
- ** Junk Yards, Salvage or Wrecking Yards.
- ** Cement, Lime, Gypsum or Plaster Manufacturing.
- ** Raw Materials Extraction.
- ** Exterior Storage of Raw Materials without sight buffers.
- ** Excavation, Grinding, or Extraction of Gravel, Road Base, Pit Run, or Operation of a Quarry.
- ** Stockyards or Slaughter of Animals.
- ** Telecommunications Towers for rental to off-site operators.
- ** Acid Manufacture or Storage of large quantities of Acid on site (In excess of 500 gallons), or those industries with large quantities of hazardous chemicals, liquid fuel, compressed elements or gases or other similar uses.
- ** Wastewater Treatment Facilities.
- ** Truck Stop.
- ** Recycling or Abatement Facilities.
- ** Dry-cleaning Establishments or Industrial Cleaning Operations.
- ** Any industry or use that generates excess noise, vibration, toxic or noxious matter, humidity, heat or glare, at or beyond any lot line of the parcel on which it is located.

D. No on-site billboard for either off-premise or on-premise advertising, and other outdoor advertising for off-premise advertising shall be permitted on any parcels in the Hobbs Industrial Air Park.

5. Construction of Improvements.

A. After plans for construction are submitted and approved by the Board and other appropriate reviewing agencies, owner shall begin construction of buildings and improvements in a timely manner, not to exceed six (6) months after approval, unless further time for construction is requested and approved by the Board.

B. If any owner fails to complete construction of required and approved improvements, including but not limited to utility lines, paved streets, parking areas, landscaping, Declarant may, after giving due legal notice, construct the required improvements. The costs for Declarant's construction activities shall be recovered by Declarant in accordance with New Mexico State Statutes. After the start of construction, each project should be completed in a timely manner normally within 12 months, except for unusually large buildings, when the Board may allow additional construction time.

C. The City is responsible for maintaining cultural resources in the Industrial Park and certain parcels on the Property may require set-a-side preservation easements.

D. The City requires all property owners to limit grading and clearing activities on a site to the actual physical area planned for development to limit soil erosion.

6. Maintenance of Premises.

A. All owners and other users of the Property are obligated to keep and maintain the buildings, structures, parking areas, landscaping, signs and other entities of the parcel in an orderly and well maintained condition.

B. All landscaped areas shall be appropriately irrigated with an automated system and plants, grasses and trees shall be orderly and well maintained. Any areas of newly disturbed earth not in landscaped areas shall be planted with appropriate plant materials to reduce blowing dust. As an option, an owner may also construct and use a truck parking and storage yard area with a caliche material base or gravel base, with compaction of materials as required to support the stored vehicles.

C. All waste, rubbish or surplus materials shall be stored in properly screened enclosures and removed regularly. No materials, supplies, equipment, finished or semi-finished products are permitted to be stored outdoors, except in areas approved on the Site Development Plan.

D. If any owner or other user of a parcel on the Property fails to adequately maintain a building, structure, landscaping, parking lot or other premises, Declarant may, after giving appropriate legal notice, undertake maintenance of that parcel. The cost of Declarant's maintenance activities shall be recovered by Declarant in accordance with New Mexico State Statutes and City Ordinances.

7. Enforcement of Covenants.

In the event of a violation of these Protective Covenants, it shall be lawful for Declarant to prosecute proceedings at law, or in equity, according to New Mexico State Statutes and City Ordinances, against any owner or user of a parcel in the Property who is violating or attempting to violate any such restriction and covenant, either to prevent any owner or user of a parcel from so doing, or to correct such violation, or to recover damages or other relief for such violation.

8. Severability.

Invalidation of any one or part of any one of these covenants and restrictions by court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect.

DESIGN STANDARDS PART II

A. The following standards are conditions for the allowed placement, use and occupancy of parcels and structures erected on the parcels within the Property (see Exhibit A, attached) to be followed in conjunctions with the Protective Covenants, and applicable ordinances of the City of Hobbs.

These standards can only be amended or revised by the Declarant or their successors and assigns. All parcels in the Property shall meet minimum City standards for infrastructure construction, including water, waste water, streets, drainage, signs, landscaping, private utilities for natural gas, electric power and telecommunications, and other construction; building code, if applicable; subdivision regulations; and any other regulations, as required by the Hobbs Municipal Code.

B. Noise Levels:

1. Noise level emissions for all parcels in the Property shall not exceed New Mexico State Occupational, Health and Safety Standards and City of Hobbs standards per the City Noise Ordinance.

2. All owners and users of parcels in the Property are hereby notified that a private airport exists in the nearby vicinity, and that noise levels consistent with an airport, and occasional aircraft operations may exist in the vicinity of their Property. This disclosure statement shall be placed on the deed as a matter of notice for all parcels in the Hobbs Industrial Air Park.

C. Development Standards:

1. Parcel Area:

There shall be the following minimum lot area requirements for parcels in the Hobbs Industrial Air Park:

Category:	Minimum Lot Size:
Commercial/All Categories	0.4 acre
Light Industrial/All Categories	1 acre
All lots fronting on major Arterials and Collectors	1 acre

Other Uses

Minimum lot size to be determined by Board

No parcel shall have a lot depth that is greater than 4 times its width, unless specifically approved by the Board.

2. Building Setbacks:

Minimum street frontage setback from property lines for the placing of structures shall be twenty-five (25) feet. No uses shall be made of said setback except for driveways; steps and walkways; landscaping and planters; flag poles; roof overhangs, and entrance signage for larger properties. Visitor parking areas are permitted within the front setback area, except these shall have a minimum fifteen (15) foot setback from the front property line.

The setback line shall be fifteen (15) feet from all rear and side property lines. No six (6) foot height security fences or walls are to be placed within the twenty-five (25) foot front setback. The Board may approve decorative fencing not to exceed three (3) feet in height in the front setback. Regarding Business Park Boulevard and Millen Drive, there shall be a twenty-five (25) foot side yard setback on corner lot frontages for all buildings.

3. Landscaping Requirements:

A. All landscaping shall be defined per City Code. All landscaping shall be in setbacks, parking lots according to City ordinance, and other areas, as necessary. The City requires the use of plant landscaping materials and/or structural walls to buffer parcels and land uses in the Park.

Landscaping requirements for all parcels in the Hobbs Industrial Air Park shall be as required in the City Landscaping Ordinance for Industrial parcels, unless a commercial use is proposed. The City encourages that the full front setback for all parcels fronting on arterials and collectors be landscaped and permanently maintained. In addition, that portion of any building facing a side street other than the street on which the building fronts is also to be landscaped in an attractive manner. The parkway area shall be landscaped and permanently maintained, if a parkway area exists between the front set back of the parcel and the constructed street.

B. Landscaping Standards For Industrial Parcels: At a minimum, all general industrial parcels shall maintain landscaping in the customer service areas, front parking lots and in the front of the main site buildings.

4. Screening and Building Site Appearance.

The purpose of the screening rules is to avoid placement of trash receptacles or other unsightly equipment in the front or visible side yards of buildings. The Site Development Plan must show that all rubbish, trash, garbage, debris and other wastes, all loading

docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment open or exposed to public view or to a view from adjacent buildings, are stored at the side or rear of the building and the improvements with which same are associated; and these shall be screened from view. Screening materials shall be constructed and designed in such a manner so that they equal a height equal to that of the materials or equipment being stored. The screening should shield said material and equipment from both public view and view from adjacent buildings as much as possible. After construction, such screening must be maintained in a sound condition with acceptable visual appearance for so long as screening shall be required under the terms hereof. All trash and debris must be contained in enclosed containers to prevent blowing trash.

5. Signage and Lighting Standards:

A. Signage Standards. All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of the Property. The design, material, location and placement of all signs shall be approved as such in writing by the Board prior to their erection. Further, all temporary signs must comply substantially, in the sole judgment of the Board, with the standards and criteria therefor promulgated by the Board.

A single sign shall be permitted on the front of each facility (facing the roadway), stating only the name or identification of the occupant and street address of that facility. One company or product trademark or company logo design is also permitted but not to exceed a total of 60 square feet.

Directional Signs for parking lots, entrances, exits, etc., shall not exceed 30 inches in height and 10 square feet maximum, except for truck entrances, where the directional signs shall be allowed up to 48" in height and 32 square feet maximum.

Free standing signs will be permitted only upon written approval of the Board, and only for Commercial Land Uses. Signs located other than on the main building (gateways, concrete or masonry yard enclosures) shall be subject to the written approval of the Board, but are encouraged in landscaped setback areas for larger industrial and commercial parcels.

Indirect lighting of signs may be permitted, subject to approval by the Board. All indirect lighting shall be constructed so that illumination is at the top of the sign, to reduce reflected light emitted into the atmosphere. Except as may be approved in writing by the Board, no sign shall be painted on any building wall or placed on any building so as to extend above the top of the roof or parapet wall, whichever is higher. Painted corporate logos or trademarks may be approved by the Board, based on size and designs submitted.

Real estate broker signs advertising any premises shall be permitted, with the following exceptions: 1) there shall be only one (1) sign per parcel; 2) there shall be no off premise

real estate signs; 3) for parcels less than 10 acres in size, the maximum size shall be 8 square feet; 4) for parcels greater than 10 acres, the maximum size shall be 32 square feet; and 5) the height of all real estate signs shall not exceed 7 feet.

The City as owner and developer of the Industrial Park Property may erect a sign or signs identifying, describing or advertising the Hobbs Industrial Air Park or any of its available land or buildings, including listings of individual lessees and owners, subject to approval of the Board.

B. Illumination Standards.

1) Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or building sites. All floodlighting fixtures shall be depressed ground level or screened from public view in a manner approved by the Board. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style approved in writing by the Board. Flood light fixtures mounted on the building to shine away from the building are prohibited.

2) Flood light fixtures mounted on the building to shine away from the building are not permitted unless wall pack lighting fixtures are installed with appropriate glare shields. 400 Watt lighting and greater wattage bulbs are not permitted. All parcels must comply with the New Mexico Night Sky Act.

6. Off-Street Parking and Loading.

Off-street parking shall be required according to the City of Hobbs Municipal Code or Building Code, as applicable. No truck loading or unloading area shall be located on a building wall fronting on a major arterial or collector, or in the front setback of the parcel.

7. Utility Construction.

All Utilities to be constructed in the Hobbs Industrial Air Park, including telephone, electric and cable TV, shall be constructed underground, unless approved in writing by the Board.

D. Architectural Guidelines:

1. Site and Building Design Guidelines.

In general terms, the Board's overall goal for building and site standards is to achieve a unified site and building design concept which will be an asset to the Industrial Park. At the same time, the building must function in an efficient manner for its intended purpose; the design should be cost effective; and the facility will help improve the economy of Hobbs. The Board does not impose specific building or site details and enhancements, leaving specifics up to the owner/builder. However, some of the possible design improvements and architectural details available to consider are:

The site plan including landscaping placement and materials should present "a unified site and building concept" in such a manner that the overall site appearance is consistent with the Hobbs Industrial Air Park development guidelines. For all parcels on HIAP Entrance Road, the intent is for design and use of an industrial design and uses on the frontage of HIAP Entrance Road. The front of the building and the portion of the side exterior walls adjoining the front that will be easily visible from HIAP Entrance Road shall contain design and architectural features meeting these design standards.

Architectural details such as screening or parapet walls; contrasting color trim areas for trim areas, roof canopies, exterior doors; etc. should be utilized. Building trim and design features such as orientation to the visible side of the site for the building(s), with these areas allowed to be constructed of a pre-finished color metal should be considered. The exterior building color(s) and roof color should blend with the natural environment, with bright and shiny materials discouraged. Parapet or screening walls are encouraged to screen roof or ground mounted equipment easily visible from the street. The use of highly reflective roofing material is not acceptable unless screened from view by parapet walls.

For any specific site development, the building entryway should be visible with architectural accents from the street. Design features should be oriented to the visible side of the site. The visible side of the structures should be addressed with refinements constructed of a pre-finished color metal exterior material(s) or stucco or masonry with landscaping enhancements or screening walls encouraged along to shield any stand alone metal equipment buildings, transformers or trash dumpsters which are visible from the perimeter streets. Truck loading areas and employee parking areas greater than 10 parking spaces should be located on the least visible side if possible. Landscaping is not required in truck parking and storage areas.

2. Standards for Construction on Major Arterials and Collectors Streets.

The front of all buildings located on parcels on and fronting on a major arterial or a collector street, as defined by the Circulation Plan, shall be of brick, masonry, stone, stucco or a pre-finished color metal or other material approved by the Board.

3. Standards for Construction on Minor Streets.

The front of all buildings-that is, the side facing the street on which the building is deemed to front-shall be faced with concrete or brick masonry, stone, or other material approved by the Board. The facing shall be to a minimum height of four (4) feet and extend across the full front of the building. That portion of any building facing a side street other than the street on which the building fronts shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front. It is the intent of this provision that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing and harmonious overall development of the industrial park. Except as otherwise provided herein, the sides and rear of all buildings shall be

finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Board.

3. Height of Buildings.

Buildings shall normally not exceed 50 feet in height, except in airport height zoning areas. The Board may consider reasonable requests for height variances, depending on the need of the particular industrial application or building requirement.

4. Exceptions.

Exceptions to the above construction standards shall be made for parcels serving the agri-business light industrial (green houses) and for airplane hangers to be constructed on Air Oriented Parcels.

5. Temporary Structures.

No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Board. All temporary structures used for construction purposes must receive approval by the Board with regard to location and appearance, and must be removed promptly upon completion of construction and that portion of the Building Site from which same are removed, restored to its original condition or to such condition as is otherwise required by this Declaration.

6. FAA Regulations.

All construction must comply with Federal Airport Authority regulations.

E. Submission Requirements For Plan Submission.

The Site Development Plan shall include:

- Parcel boundaries;
- North Arrow;
- Graphic scale;
- Existing topography at one- foot contour intervals;
- Proposed building locations, identities, drawings and square footages;
- Locations of walls and fences;
- Location of screening or buffering and type;
- Parking location, arrangement, aisles, number or spaces;
- Driveways, entrances, and exits;
- Grading plan (proposed topography and drainage courses);
- Streets (Right of Way, pavement widths) if any proposed;
- Sidewalk and paths;
- Existing and proposed utilities;
- Existing and proposed easements;

Landscaped areas outlined with general description
Type of plant materials and irrigation system proposed;
Drainage Plans as required by the City Engineer; and
Traffic Plans or Study, if deemed necessary by the City Engineer.

F. Design Standards for Specific Land Use Categories

1. Industrial - General

A. Land Use: Most common light industrial and manufacturing activities permitted in the City of Hobbs Industrial Air Park. As applicable, the City of Hobbs HIAP Industrial Park may specify additional parameters. The following uses are permitted, including but not limited to the following:

Oil Field Services; Assembly of Electronic or Mechanical Parts and Equipment; Electrical Construction and Electrical Service Facilities; Fabrication Shop; Freighthouse or Truck Terminal; Warehouse; Laboratory; Manufacturing of Consumer Goods to include but not be limited to appliances, garments, and similar products; furniture manufacturing, including finishing of furniture products; packaging of consumer goods as follows, but not limited to food products, cosmetics, pharmaceuticals, toiletries, etc.; processing and manufacture of food products to include bakery goods, candy, beverages, etc.; storage of products including but not limited to merchandise, domestic goods, raw materials, etc.; warehousing or wholesale distribution of goods; metal work and machine shops; heavy equipment sales, service and repair; telecommunications towers and structure, except that these shall only be located within areas that do not conflict with Airport Zoning Regulations and for on-site communication use only – no rental tower facilities are allowed; newspaper, printing shop and distribution of printed materials; sign construction and sales; and plant nursery; and all other types of light industry and warehousing.

Commercial uses may be allowed by the Board, however, each industrial parcel and activity may contain up to twenty percent (20%) of the gross floor area of the building to be used for associated commercial purposes to the specific industrial use. These uses could include, but are not limited to a sales office; factory outlet store; commercial sales of products manufactured or housed on the industrial site.

Residential uses are not permitted. All other uses or activities not specifically listed herein must be approved by the Board.

THE CITY OF HOBBS

Gary Don Reagan
MAYOR GARY DON REAGAN

ATTEST:

JAN FLETCHER
JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

Mike H. Stone
Mike H. Stone, City Attorney

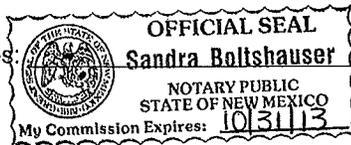
STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this day of July 11, 2011, by Gary Don Reagan, as Mayor, of the City of Hobbs, to me personally known, who being by me duly sworn did say that he is the duly elected Mayor and signing officer of the City of Hobbs, and that said instrument was signed on behalf of said City, and Gary Don Reagan acknowledged said instrument, and acknowledged that he executed the same as his free act and deed and on behalf of the City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public Sandra Boltshauser

My Commission Expires:



35256

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

SEP 21 2011

at 10:48 o'clock A M
and recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
By CS Deputy



BOOK 1745 PAGE 706

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
August 09, 2022
and ending with the issue dated
August 09, 2022.



Publisher

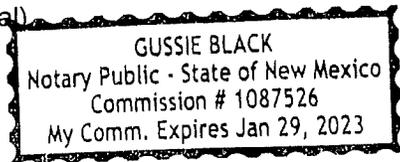
Sworn and subscribed to before me this
9th day of August 2022.



Business Manager

My commission expires
January 29, 2023

(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE
August 9, 2022

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 6th day of September, 2022, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance annexing property. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF THE REPLAT OF LOT(S) 13 AND 14 OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, TO SOUTHWESTERN PUBLIC SERVICE COMPANY FOR THE PURCHASE PRICE OF \$450,000.00.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision, in the Hobbs Industrial Air Park South Subdivision; and

WHEREAS, the HIAP industrial areas have been designated by the City of Hobbs Industrial Air Park Master Plan for commercial and industrial development; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the sale of this property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. Terms of Sale: The City proposes to sell a parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision, for the purchase price of \$450,000.00.

The Sale of the City owned Real Property must be approved by City Ordinance pursuant to NMSA Section 3 54 1 et. seq., as amended.

An Agreement for the Purchase of Real Estate concerning terms of the sale, and Protective Covenants for the property are part of the Proposed Ordinance.

2. Appraised Value of Municipally Owned Real Property: The municipality has received a viable offer at or above the appraised value.

3. Schedule of Payments: The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 10,000
At Closing Balance of Cash	\$440,000
Total Payments	\$450,000

4. The Amount of Purchase Price: \$450,000

5. Purchaser of Property: Southwestern Public Service Company.

6. Purpose of Municipal Sale: Industrial and Economic Development - Site acquisition for company providing Public Utility Services.

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

(I)
That the City of Hobbs hereby approves the sale of the Property as described as follows:

LEGAL DESCRIPTION

A parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision.

Subdivision Plat is attached hereto to this Ordinance as Exhibit #1, and made a part of this Ordinance. Subject to the conditions and terms in Exhibit "2", Agreement for The Purchase of Real Estate, as attached hereto and made a part of this Ordinance.

(II)
That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-2-1, et. seq. and 3-54-1, et. seq., NMSA 1978, as amended.

(III)
That the effective date of this Ordinance shall be forty-five (45) days after its adoption by the governing body of the City of Hobbs, unless a referendum election is held.

(IV)



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: Resolution Authorizing the Submission of a Grant Application to Provide Funding for Public Transportation for FY 23-24 Under Section 5311 of the Federal Transit Act

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

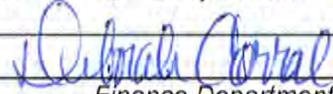
Summary:

The City of Hobbs operates the Hobbs Express Public Transportation Program under a Section 5311 Grant through the Federal Transit Act (FTA) administered by the NMDOT, Transit and Rail Division. The program has been in continuous operation under this format since 1989. The annual grant application requires that each applicant submit a resolution of support from the municipality served by the project which is attached for consideration by the Commission.

This is a formulary grant for Federal FY 23-24 and the grant application is summarized as follows:

	Total	Federal Share	Local Share
Administrative (80/20)	\$ 131,575.00	\$ 105,260.00	\$ 26,315.00
Operating (50/50)	\$ 1,132,360.00	\$ 566,180.00	\$ 566,180.00
Capital (80/20)	\$ 259,034.00	\$ 207,227.20	\$ 51,806.80
TOTAL	\$ 1,522,969.00	\$ 878,667.20	\$ 644,301.80

Fiscal Impact:

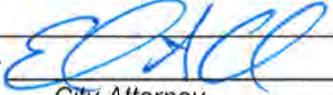
Reviewed By: 
Finance Department

The City's portion of the funding is provided through fares charged for the service and by subsidy from the City's General Fund. Upon approval of the grant application by the NMDOT, a project agreement will be presented to the Commission for formal consideration at a later date.

Attachments:

- Resolution Authorizing Grant Application Under Section 5311 of the FTA
- Application Summary Page

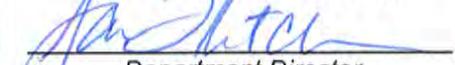
Legal Review:

Approved As To Form: 
City Attorney

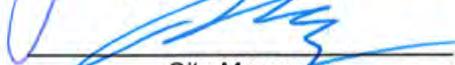
Recommendation:

Motion to approve the 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. 7249

A RESOLUTION AUTHORIZING THE CITY OF HOBBS
TO SUBMIT A GRANT APPLICATION TO THE STATE OF NEW MEXICO,
DEPARTMENT OF TRANSPORTATION, FOR THE
HOBBS EXPRESS PUBLIC TRANSPORTATION PROGRAM
FOR FY 23-24 UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

WHEREAS, the City of Hobbs seeks to continue to offer public transportation to residents and visitors in the City of Hobbs; and

WHEREAS, the State of New Mexico, under Section 5311 of the Federal Transit Act, is requesting applications for grant funding to assist local communities with public transportation needs; and

WHEREAS, the City of Hobbs hereby acknowledges and supports submission of an application for FTA Section 5311 Rural Transportation Grant Funding which provides funding to offset the administrative, operating and capital costs of operating public transportation services in rural areas; and

WHEREAS, the City of Hobbs continues to support the transit program and commits to provide local matching funds in the proposed amount of **\$644,301.80**.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 23-24 to the State of New Mexico, Department of Transportation, for operation of the Hobbs Express public transportation program.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Application

Application: Section 5311/5339 Program (Rural/Non-Urbanized Public Transportation) FY 2024 Application **Application Deadline:** 9/9/2022 12:00:00 AM

Organization: City of Hobbs

Year: 2024

Status: Not Submitted

Application Form(s)

Before you can submit this application, you must upload all required documents.

		<u>Documents</u>	
	Download	2024 Application Guide	
<input checked="" type="checkbox"/>		Articles of Incorporation	Re-Upload
<input checked="" type="checkbox"/>		501(C)3 Certification (Required for Non-Profits)	Attach
<input type="checkbox"/>		SAM.gov Unique Entity Identifier Verification	Attach
<input type="checkbox"/>	Download	Signed and dated Lobbying Certification	Attach
<input checked="" type="checkbox"/>		Complete Audit Report (FY21)	Re-Upload
<input checked="" type="checkbox"/>		Transit Related Audit Finding Documentation (If Applicable)	Attach
<input checked="" type="checkbox"/>		Negotiated indirect cost rate (Tribes upload current approval letter)	Attach
<input checked="" type="checkbox"/>		Flood Hazard Flood Insurance Policy (If applicable)	Attach
<input checked="" type="checkbox"/>		Procurement Policy (New Applicants and Updated Policies)	Attach
<input type="checkbox"/>		Historical and Application Year Budget Information	Attach
<input checked="" type="checkbox"/>		Map of Service Area	Re-Upload
<input checked="" type="checkbox"/>		Demographic Information	Re-Upload
<input checked="" type="checkbox"/>		Civil Rights Complaints/Review Activities Documentation (If applicable)	Attach
<input checked="" type="checkbox"/>		Program Coordination	Re-Upload
<input type="checkbox"/>		Letter(s) of Resolution of Financial Commitment of Local Match (Must Include Dollar Amount)	Attach
<input type="checkbox"/>		Letter(s) of Program Support from Municipality, Board, or Council	Attach
<input type="checkbox"/>		Program Justification	Attach
<input checked="" type="checkbox"/>		Operations Profile	Re-Upload

Requires Upload **Optional Upload** **Complete**

Project(s)

Description	Line Item	Year	Description	Stimulus	Net Project Cost
Remove	117900	2024	Project Administration - Project Administration		\$131,575.00
Remove	111204	2024	Buy Replacement - Bus 30 FT		\$199,434.00
Remove	300901	2024	Operating Assistance up to 50% Federal Share- Rural		\$1,132,360.00
Remove	113210	2024	Acquisition - Bus Passenger Shelters		\$9,600.00
Remove	113220	2024	Acquisition - Miscellaneous Bus Station Equip.		\$50,000.00

Budget Request Summary

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration	\$131,575.00	\$105,260.00	\$26,315.00	\$0.00
Less 20.00 % Local Match				\$0.00
Capital	\$259,034.00	\$207,227.20	\$51,806.80	\$0.00
Less 20.00 % Local Match				\$0.00
Operating	\$1,132,360.00	\$566,180.00	\$566,180.00	\$0.00
Less 50.00 % Local Match				\$0.00
Total	\$1,522,969.00	\$878,667.20	\$644,301.80	\$0.00

Budget Summary



**BOYS & GIRLS CLUB
OF HOBBS**

Boys & Girls Club
Of Hobbs, Inc.
301 E. Broadway
Hobbs, NM 88240
Tel 575-393-7905 (Club)
Tel 575-397-4446 (Office)
Fax 575-433-0020
bgchkid@leaco.net
www.bgchkid.org

August 7, 2022

To Whom It May Concern:

The Boys & Girls Club of Hobbs has enjoyed an excellent partnership with Hobbs Express for over 20 years. Their support and willingness to collaborate with us to get kids to the Boys & Girls Club safely after school is invaluable to the citizens of Hobbs and our parents. Their professionalism is second to none and yet they are accessible and willing to do whatever is best for the children we serve.

They have even made special consideration for our peak hours and adjusted their routes to benefit our members and continued helping us during the COVID-19 pandemic.

We absolutely could not serve the 300 children that we serve daily without Hobbs Express.

Sincerely

Mike Clampitt
Chief Professional Officer
Boys & Girls Club of Hobbs, NM Inc.





UNM CARRIE TINGLEY HOSPITAL

June 29th, 2022

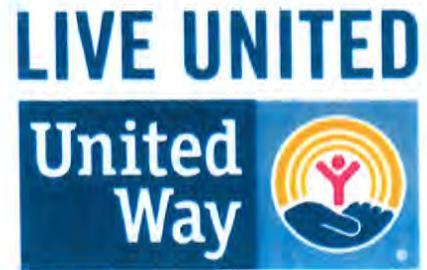
To Whom it May Concern,

Carrie Tingley Orthopedics provides Outreach Clinics in six remote cities throughout the state to serve families that are not able to travel to Albuquerque. Among those cities is Hobbs, NM. We travel to Hobbs three times a fiscal year. Upon our arrival to the Lea County Regional Airport, we utilize Hobbs Express to pick us up and take us to Covenant Health (previously Lea Regional Medical). We run a half day clinic seeing patients. After clinic is over, Hobbs express picks us up again and takes us back to the airport. Carrie Tingley has coordinated with Hobbs Express for many years now, and we appreciate their business.

If there are any questions or concerns, feel free to contact me.

Sincerely,

Christina L Miranda, BS, RMA
Outreach Coordinator
Carrie Tingley Outpatient Hospital
Orthopedic Department
1127 University Blvd Abq, NM 87102
Phone: (505) 272-5270
Fax: (505) 272-5317



August 3rd, 2022

To Whom It May Concern:

At United Way of Lea County we know that the success of our community is dependent on the work of volunteers, nonprofit organizations, and other agencies that provide crucial services and resources for Lea County families. Agencies like the Hobbs Express have allowed us to affordably bridge the transportation gap for our community's most vulnerable and necessary services such as medical appointments and work.

Through the partnership we've formed with the Hobbs Express, we have been able to truly serve and support our community in a meaningful way. Together, we can create long-lasting changes that address the basic need for education, wellness, and stability.

Best Regards,
Lorena Chavarria
211 Program Manager and Impact Coordinator
United Way of Lea County
320 N. Shipp Ste. B
Hobbs, NM 88240
575-263-7321



OPTION INC.

Shelter and Assistance For Victims of Domestic Violence

June 22, 2022

To Whom It May Concern:

It is with great respect that I write a letter of support for The City of Hobbs Express. We have the pleasure of working closely together to provide local transportation assistance for our residential clients. Option, Inc. is an Emergency Shelter for Victims and Families seeking refuge from immediate danger. Victims and their families come to us with no transportation, little to no clothing and personal items. While in our care, our clients and families require the use of local transportation to safely get around the city and resume life as best as they can. The City of Hobbs Express has been a wonderful resource for the clients and families that lack their own transportation while in our care. We fully support The City of Hobbs Express and continue to look forward to working with them.

Respectfully,

A handwritten signature in black ink, appearing to read 'Melissa Alvarado'.

Melissa Alvarado
Organizational Manager



Fresenius Medical Care

To Whom it may concern,

We cannot express our gratitude enough to the Hobbs City Express for providing transportation services to our dialysis patients. Without their help making sure our patients get to their life- sustaining treatments each week that they need could be very dangerous for our patients. We appreciate all they do for our patients. If you have any questions please feel free to contact me at 575-392-1014.

Elisa Milligan RN, Area Manager

07/14/2022

Elisa Milligan, ATI

August 3, 2022

To whom it may concern,

Covenant Health Hobbs Hospital utilizes the Hobbs Express transport bus on a daily basis and is very appreciative to the City of Hobbs Public Transportation Department for establishing this service. This program assists *patients* coming to and from our facility, as well as several of our *staff members*. For many of our patients, this is the only way they can get to our hospital to receive their much needed healthcare.

The mission of Hobbs Express – “to deliver safe, dependable and affordable transportation Services” is vital to our hospital and our entire community. I commend the hard work of Hobbs Express and their staff. We can always rely on them to be at our “bus stop” at the times stated on their schedules. It allows any of our patients to wait inside our facility if it is too warm or too cold until their arrival. It is our hope the Hobbs Express will continue to serve our community for many more years.

Sincerely,



Bruce White
CEO



Office of the President

June 23, 2022

Jackie Pennington
Hobbs Express
424 West Broadway
Hobbs, NM 88240

Dear Ms. Pennington,

I am writing in appreciation of the transportation service offered by the Hobbs Express for faculty, staff, and students of the University of the Southwest. This valuable service has made our campus, at a distance of six miles from the city of Hobbs, more accessible to people within the city. During the fall and spring semesters, there may be students living on campus needing transportation to and from Hobbs but do not have personal transportation. They may need to shop or have jobs in town for which transportation *would be essential*. This is to say nothing of planned activities on campus such as athletics, graduation, and Prayer Breakfast that many Hobbs residents attend.

We appreciate the patience Hobbs Express has in that frequently there may not be riders going to and from campus. Please thank the drivers for their consideration in continuing to make USW a stop on their route.

Thank you again for being *our connection* to the City of Hobbs.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Quint Thurman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dr. Quint Thurman
President

June 23, 2022

To whom it may concern,

Isaiah's Kitchen wholeheartedly supports Hobbs Express Public Transportation. Continuation of these transportation services is vital to our community. Many of our clients utilize the service for transportation. For many of our citizens, Hobbs Express is their only source of transportation to obtain vital services. It is our hope that Hobbs Express will continue to serve our community for many more years. We would like to continue to show our support to the Hobbs Express for the transportation service that they provide.

Sincerely,

A handwritten signature in black ink that reads "Renee Madron". The signature is written in a cursive style with a large, prominent initial "R".

Renee Madron

Isaiah's Kitchen

Hobbs, New Mexico 88240



NEW MEXICO JUNIOR COLLEGE

Office of the President

July 1, 2022

To Whom It May Concern,

New Mexico Junior College (NMJC) is very appreciative to the City of Hobbs Public Transportation Department for establishing the Hobbs Express. This program is much needed by our students and constituents. This program has allowed many students to enroll and attend NMJC who may not have the ability to attend due to their transportation issues.

The mission of Hobbs Express to deliver safe, dependable and affordable transportation services is very beneficial to the City of Hobbs and its residents. Their service to our area extends the notion of providing a more educated workforce to the employers within all of Lea County.

I commend the hard work of Hobbs Express and the staff employed there. It is my hope you will continue to support this great service to the citizens.

Sincerely,

Steve McCleery, Ed.D.
Interim President



Guidance Center of Lea County, Inc.

PO Box 907 Hobbs, NM 88241-0907

(575) 393-3168

June 29, 2022

Ms. Melissa Sanchez
City of Hobbs – Hobbs Express
Office of Public Transportation
424 W. Broadway
Hobbs, NM 88240

To Whom It May Concern:

The Guidance Center of Lea County, Inc. wholeheartedly supports the City of Hobbs – Hobbs Express public transportation services. Continuation of these transportation services is vital to our community, as many of our clients utilize the service for transportation, not only to our agency for mental health services, but also to local medical, grocery, food and other retail establishments. Without transportation services provided, many of our citizens would not otherwise be able to access needed services.

If I can be of further assistance, please do not hesitate to contact me at (575) 393-3168, extension 1249.

Sincerely,

Diana Jimenez

Diana Jimenez
Executive Assistant
Guidance Center of Lea County, Inc.



Hobbs Municipal Schools

Central Office

1515 East Sanger

P. O. Box 1030

Hobbs, New Mexico 88241

Phone: (575) 433-0100

Fax: (575) 433-0140

Hobbs High School
433-0200

Alternative Learning Center
433-0226

Freshman High School
433-0300

Highland Middle School
433-1200

Heizer Middle School
433-1100

Houston Middle School
433-1300

Broadmoor Elementary
433-1500

College Lane Elementary
433-2600

Coronado Elementary
433-2300

Edison Elementary
433-1600

Jefferson Elementary
433-1700

Mills Elementary
433-2400

Murray Elementary
433-2700

Sanger Elementary
433-1800

Southern Heights
Elementary
433-1900

Stone Elementary
433-2500

Taylor Elementary
433-2000

B.T. Washington
Elementary
433-2100

Will Rogers Elementary
433-2200

Nutritional Services
433-0220

Bilingual/Testing
433-0400

Special Services
433-0600

HMS Training Center
433-0247

Warehouse/Maintenance
433-1728

July 14, 2022

To Whom It May Concern:

Hobbs Municipal Schools utilizes the services of Hobbs Express on a daily basis. Their service is crucial to the success of our After School programs. Without their assistance, there would be students unable to participate in enrichment opportunities provided by Hobbs Schools.

It is our hope that Hobbs Schools is able to enjoy the relationship with Hobbs Express for many years to come.

Sincerely,

Gene Strickland
Superintendent
Hobbs Municipal Schools



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: RESOLUTION AUTHORIZING A CONTRACT FOR SB1 LEGISLATIVE APPROPRIATION TO PALMER DRUG ABUSE PROGRAM (PDAP) FOR PROGRAMS, SERVICES AND COUNSELING RELATED TO DRUG AND SUBSTANCE ABUSE IN HOBBS, NEW MEXICO

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Toby Spears, CPA, CFE - Finance Director

Summary: The City of Hobbs received a Senate Bill 1 Appropriation (through NM Department of Health) in the amount of \$80,000 to help with programs, services and counseling as it relates to drug and substance abuse in Hobbs, New Mexico. These funds will pass through to Palmer Drug Abuse Program (PDAP) based on the terms of the contract (enclosed). The term of the legislative appropriation is July 1, 2022, through June 30, 2023.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The legislative revenue appropriation will need a budgetary adjustment in the amount of \$80,000 and the offsetting \$80,000 expense to Palmer Drug Abuse Program (PDAP).

Attachments:

Certification of SB1 Appropriation; SB1 Request for Reimbursement Form (Exhibit A); SB1 Final Report Form (Exhibit B); Professional Services Agreement with PDAP; Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

To be determined by the City Commission.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 7250

RESOLUTION AUTHORIZING A CONTRACT FOR SB1 LEGISLATIVE
APPROPRIATION TO PALMER DRUG ABUSE PROGRAM (PDAP) FOR
PROGRAMS, SERVICES AND COUNSELING RELATED TO DRUG AND
SUBSTANCE ABUSE IN HOBBS, NEW MEXICO

WHEREAS, the Department of Health through SB1 legislative appropriation desires to provide funding to the City of Hobbs for drug and substance abuse programs, services and counseling to be provided through Palmer Drug Abuse Program (PDA); and

WHEREAS, the City desires to enter into an Agreement with the PDAP to provide the legislative appropriation authorized through SB1 as a "pass through" appropriation only; and

WHEREAS, the City shall pay PDAP all amounts of funding it receives from the Department of Health via the SB1 legislative appropriation; and

WHEREAS, PDAP will execute the Professional Services Agreement thereby obligating itself to all terms and conditions as set forth in the SB1 legislative appropriation requirements, of any kind, instituted by the New Mexico Department of Health; and

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 the attached Professional Services Agreement with Palmer Drug Abuse Program as well as all required and necessary documents with the New Mexico Department of Health.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of September, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Palmer Drug Abuse Program (PDAP), an independent contractor with a business address of 500 North Dalmont Street, Hobbs, NM 88240 (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

Contractor will provide programs, services and counseling for drug and substance abuse programs in Hobbs, New Mexico. Contractor will be required to comply with all requirements in any way associated with Appropriation Number ZG9180 from the New Mexico Department of Health as attached hereto and incorporated herein via Exhibit 1. Funds remitted by the City of Hobbs under this Agreement will be on a "pass through" basis as received from the Department of Health.

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ 80,000.00 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Shelly Raulston, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 80,000.00. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ N/A per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: Shelly Raulston, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 500 N Dalmont Street Box #5185, Hobbs, NM 88240 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of City.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

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

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at (575) 397-9239 ; and
Contacting City via e-mail at tspears@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the legal power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Contractor Approval:

Contractor Signature

Account No.: _____

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Manager Approval:

City Attorney

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

Mayor Approval:
(Professional Service Contracts over
\$75,000)

City Clerk

Mayor

STATE OF NEW MEXICO
Senate Bill 1
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: 6/30/2023

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (if Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (if Applicable): _____
- G. Grant Balance: _____
- H. GF GOB STB (attach wire)
- I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022 - June 30, 2023)

(The State of NM Fiscal

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information and expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article X, Section 19 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager

STATE OF NEW MEXICO
Senate Bill 1
Final Report Form
Exhibit B

Reimbursing Agency: Department of Health

Appropriation Recipient:
City of Hobbs _____

Appropriation Number
(ZG9180): _____

Use of Appropriation Funds	Amount
Personnel Expenses	
Contractual Expenses	
Other Operating Expenses	
Capital Expenses	
Other	
Total Amount of Appropriation Funds Expended	

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 6, 2022

SUBJECT: Replacement Odor Control Biotower Media, Sole Source Purchase
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 23, 2022
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- The current WWRF Odor Control Bio-tower media has reached the end of its lifespan after ten (10) years of service.
- Failure of this media allows odors to migrate beyond the WWRF premises and into surrounding neighborhoods.
- This media is a proprietary polymer foam and is only available through Envirogen Technologies, the manufacturer and distributor of the Bio-tower.
- A purchase order will not be issued until after this item has been posted for 30 days.

Fiscal Impact: \$81,433.10 (not including NMGRT)

Reviewed By: 

Finance Department

The total cost of the project will come from funds budgeted in the fiscal year in Utilities Enterprise Fund 63-4370-43015 (Utilities Equipment)

Attachments:

Envirogen Technologies Proposal 24332-2 and Sole Source Letter.

Legal Review:

Approved As To Form: 

City Attorney

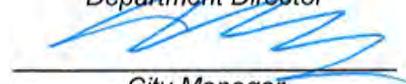
Recommendation:

Approve Sole Source purchase of media and start-up technical service as quoted in Envirogen Technologies Proposal 24332-2.

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
SOLE SOURCE/EMERGENCY PURCHASE

TO: CPO
FROM: Bill Griffin
DATE: 8/18/2022

CHECK ONE: SOLE SOURCE EMERGENCY PURCHASE

ITEM(S)/SERVICES(S) TO BE PURCHASED: Proprietary foam media, media support grating, inoculum and technical support during commissioning.

Award To (If new vender make sure address is on this form): Envirogen Technologies, Inc.
2627 Chestnut Ridge, Suite 260
Kingwood, TX 77339
815-904-9001/rloken@envirogen.com
Phone/Email:
Rob Loken
Point of Contact:

COST: \$81,433.10 (not Incl NMGRT)

The WWRF uses a Envirogen Technologies BT-700 odor removal system to help mitigate unpleasant odors that could migrate to surrounding homes and churches. The BT-700 uses a proprietary flexible media to grow microorganisms that destroy the offensive odors. This media lasts from seven (7) to twelve (12) years. The media has been exhausted after ten (10) years and must be replaced. Envirogen Technologies is the manufacturer and distributor of this manufacturer can supply a drop-in interchange media. This will be a sole source purchase from Envirogen Technologies, nc.

Account Number: 63-4370-43015

Prepared By: Bill Griffin

Department Approval: *Jim Woomer*

CPO: _____

Bill Griffin

From: Rob Loken <rloken@envirogen.com>
Sent: Friday, August 19, 2022 12:18 PM
To: Bill Griffin
Subject: RE: EXTERNAL: Hobbs Rebed

We have reviewed your T&C's and they are acceptable. Thank you and we look forward to working with you further.

Regards,

Robert Loken
VP Sales – Service and Products

Cell: 815-904-9001

Rob Loken
VP of Sales



rloken@envirogen.com
d: 815-904-9001
m: 815 904-9001



Envirogen Technologies

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From: Bill Griffin <bgriffin@hobbsnm.org>
Sent: Thursday, August 18, 2022 3:27 PM
To: Rob Loken <rloken@envirogen.com>
Subject: FW: EXTERNAL: Hobbs Rebed

Rob,
Here is a copy of our T&C's per our conversation. There usually isn't an issue with a staged invoicing based on deliverables as long as it is stated in the quote. BG

Bill Griffin
City of Hobbs WWRF Superintendent
200 E. Broadway
Hobbs, NM 88240
Office: 575-397-9315
Fax: 575-397-9370

A handwritten signature in black ink, appearing to be the initials "W" or "M" with a flourish.



August 17, 2022

Bill Griffin
City of Hobbs WWRF Superintendent
200 E. Broadway
Hobbs, NM 88240
Office: 575-397-9315
Fax: 575-397-9370
Cell: 575-263-3412
bgriffin@hobbsnm.org

Subject: Hobbs Re-bed Proposal for Project # 1404-103

Dear Mr. Griffin:

Envirogen Proposal: 24332-2

Dear Bill,

As per your request, and on behalf of Envirogen Technologies, Inc. (Envirogen), we are pleased to submit the attached proposal in response to your request for the re-bedding of the BT-700 Odor Control system. Enclosed is our proposal for the replacement material supply and start-up support services.

The Flexfil™ media used in the BT-700 is an engineered proprietary polymer foam media exclusive to Envirogen Technologies. We have designed this media to maximize the surface area and overall performance of the media in the treatment of hydrogen sulfide. The vessel and support grating is also Envirogen's engineered design. These items cannot be procured through third parties.

Thank you for the opportunity to provide this proposal. We look forward to working with you in the near future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Loken", is written over a light blue horizontal line.

Rob Loken
VP Sales Service and Products

CC: C Patterson

Hobbs Media Re-bed Proposal August 17, 2022

1.0 ODOR CONTROL SYSTEM REBED

Envirogen Technologies supplied a P-600 biofilter in 2012 (Project # 1353-003) and a BT-700 in 2014 (Project # 1404-103). The typical life expectancy of media is 7-12 years depending on the site-specific operations. The proposal is to supply the necessary equipment and media to re-bed the BT-700 which has been plugged.

For the BT-700, we are recommending the replacement of the support mating and FlexFil™ media. As requested, we have included a price for the support grating structure. The grating is in two or more sections depending on the manway size. We have included a field service technician to assist with the installation and start-up supervision. Below is our scope of supply for this project:

2.0 SCOPE OF SUPPLY

BT-700 Re-bed

The following is required for the refurbishment of the BT-700 at the Hobbs site:

- One (1) Lot media retaining matting
- One (1) Lot FlexFil™ Media
- One (1) Lot Inoculum

Optional equipment:

- One (1) lot BT-700 Support Grating

Optional Field Service Support:

Envirogen will supply a factory-trained Field Service Technician for one week to supervise the installation and start-up of the system. Below is the scope of services that is associated with this service for the BT-700 Odor Control System.

Service Point	Allotted Trip/Time	Description
Installation inspection, Mechanical and Instrumentation Checkout	One (1) trip consisting of up to three (3) 8-hour days	Perform a manufacturer's final review of mechanical and instrumentation installation. Supervise the installation of the media and inoculation.
System Startup and Operator Instruction and training		Supervise the initial startup of the system. Provide Operations Personnel training and instruction for system operation and routine maintenance

Any additional services or time, if requested by the Owner or contractor, shall be invoiced at Envirogen's published or prevailing rates. Expenses associated with any additional Field Engineer will be invoiced at \$180 per hour plus travel and materials at Cost plus 10%. The expenses associated with any additional Field Technician will be invoiced at \$125 per hour plus travel and materials at Cost plus 10%.

3.0 OTHERS SCOPE

This proposal assumes the customer salvages and re-uses the following:

- All Hardware.

This proposal assumes the customer will be responsible for the following:

- Receiving, storage, and security of all equipment and supplies.
- Removal of all media and proper disposal.
- Inspection and cleaning of biotrickling filter interior.
- If required, all repairs of existing equipment and structure.
- Disposal of all residuals.
- Installation of media, equipment and supplies per Envirogen instructions.
- Installation of irrigation system per Envirogen instructions

4.0 PROJECT PRICE

Description	Price Total
BT-700 Re-bed	\$63,266.95
Option 1 Support Grating	\$6,498.15
Option 2 Field services (4 days on-site)	\$7,669.00
Total	\$77,433.10

The above pricing is firm for 30 days from the date of this proposal. Except as otherwise noted herein, freight pricing is EX works, and exclusive of any applicable sales, use or excise taxes. Freight costs are changing daily. We estimate the freight cost at \$4,000 to be added to the above. We will provide an updated freight quote for our scope of supply DAP (delivery at place) when a PO is ready to be issued at cost + 10%.

The above scope of supply is subject to the availability of the items at the time of acceptance of the purchase order. Due to the current market conditions, most items are available within 6-9 weeks. We will coordinate at the time of the order to provide a project schedule based on the availability of the items at that time.

Warranties are covered in Appendix A - General Conditions; "General Conditions for the Sale of Products and Services by Envirogen Technologies, Inc.

6.0 PAYMENT MILESTONES & TERMS

This project has the following payment milestones:

1. 20% of project equipment value invoiced upon order acceptance.
2. 80% of the project equipment value invoiced upon shipment of or 14 days after notification ready to ship materials whichever occurs first. Materials will be prorated based on value as shipped/notified.
3. 100% of the Field Services after Startup commissioning.

Payments will be Net 30 days after the invoice date (pending credit approval). Payment is due in full without retainage. Payment is not subject to third-party payment (paid when paid).

7.0 STANDARD TERMS AND CONDITIONS

This proposal and offer, and all pricing and schedules contained herein, are contingent on satisfaction of all of the following conditions:

- A binding order must be issued and accepted by Envirogen within 30 calendar days of the date first written above.
- Envirogen's General Conditions for the Sale of Products and Services by Envirogen Technologies, Inc. (ETIGC #180131), attached hereto as Appendix A, must be made a part of the order.
- This proposal and its appendices must be attached to or incorporated by reference in the order.

APPENDIX A
GENERAL CONDITIONS FOR THE SALE
OF PRODUCTS AND SERVICES
BY
ENVIROGEN TECHNOLOGIES, INC.

**GENERAL CONDITIONS FOR THE SALE
OF PRODUCTS AND SERVICES BY ENVIROGEN TECHNOLOGIES, INC.
ETIGC #180131**

The following General Conditions are and shall be an integral part of any Order to which these terms and conditions are attached and/or referenced. In no event shall any term or condition attached to or made part of any purchase order or other contract document issued by Purchaser, or any shipping document or other document associated with the services or Products described in the Order to which these General Conditions apply have any controlling effect whatsoever unless specifically adopted in writing by an authorized representative of both Envirogen Technologies, Inc. ("Envirogen") and Purchaser.

1. **Definitions.** Throughout these General Conditions or any Order or other document to which they apply, the following words and phrases, when printed with the initial letter capitalized (unless shown below without capitalization), shall have the meanings ascribed to them below, unless the context requires otherwise:

"Cost" shall mean all expenses incurred by Envirogen for materials, supplies, energy, regulatory permitting, labor, outside contractors and professionals, transportation, supervision, excise, sales and similar taxes. For all purchases of materials, supplies and services, "Costs" shall include an additional ten percent (10%) of the direct expense to reimburse Envirogen for purchasing and accounting activities. Labor charges for Envirogen's personnel will be at rates shown in any Order or attachment, exhibit or schedule incorporated therein. In the absence of any such specification of rate(s), labor charges for Envirogen's personnel will be at the individual's hourly wage rate (or equivalent) plus forty percent (40%) for employee and group benefits and employee taxes.

"Purchaser" shall mean the person or entity purchasing Products or services from Envirogen.

"Day" or "day" shall mean a calendar day unless otherwise indicated.

"Party" or "Parties" shall mean either Envirogen or Purchaser or both.

"Products" shall mean products, equipment, parts, goods, media or materials meeting the description or specifications set forth in the Order.

"Order" shall mean any purchase order, work order, change order, letter agreement or similar contract document issued by Purchaser and accepted in writing by Envirogen or issued by Envirogen and accepted in writing by Purchaser which either references or attaches these General Conditions and/or all attachments, amendments or any ancillary documents to any such contract document.

"Owner" shall mean the ultimate end user of the Product or service where the end user is not the Purchaser. Normally this would occur where the Purchaser is a prime contractor and Envirogen is a subcontractor.

In addition to the definitions set forth above, embedded within these General Conditions or any Order, there may be additional defined terms which are designated as such in a parenthetical and highlighted with quotation marks.

2. **Cooperation of Purchaser.** To assist Envirogen in providing Products and/or performing services, Purchaser shall (i) provide Envirogen with all relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with Envirogen when requested, (iii) permit Envirogen reasonable access to relevant Purchaser or Owner controlled sites, (iv) ensure reasonable cooperation of Purchaser's employees and the Owner, and (v) unless a longer period is provided for in the Order, return all drawings or other documents submitted by Envirogen to Purchaser for review, comment and/or approval within a commercially reasonable time following submission not to exceed ten (10) business days. Any failure to return documents within the time prescribed shall be considered a waiver by Purchaser of its right to review and approve or comment on the documents.

3. **Price, Costs and Payments.**

3.1 Unless otherwise stated therein, the price(s) and charges for Products and/or services specified in any Order are exclusive of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental entity on the sale, delivery, use or other handling of the Product or service or in connection with any transactions contemplated by the Order to which these General Conditions apply. If any such

taxes are incurred by Envirogen, Purchaser shall reimburse Envirogen the amount of such taxes.

32 Whenever rates or prices in any Order include transportation or when transportation is charged separately by Envirogen, such rates, prices or charges shall be exclusive of (i) material increases in the cost of transportation occasioned by significant increases in the costs of fuel or weather, road or access conditions which could not have been reasonably anticipated in advances of pricing the cost of transportation or (ii) any extraordinary or excess demurrage charges incurred by Envirogen from third party carriers which arise from delays or demurrage at the delivery point. Demurrage will be charged to Purchaser except to the extent such demurrage primarily results from the negligence or other fault on the part of Envirogen or its carrier.

33 Unless otherwise specifically indicated in the Order, all prices (or other values) in the Order are stated in U.S. dollars and all payments are to be made in U.S. dollars.

34 Invoices may be provided to Purchaser, at the option of Envirogen, by mail, delivery service, electronic mail or fax and payments by Purchaser shall, at the election of Envirogen, be made by mail, overnight delivery service or electronic funds transfer. Purchaser shall provide Envirogen with contact information for delivery of invoices. Invoices shall be due and payable within thirty (30) days of receipt by Purchaser of the invoice. TIME IS OF THE ESSENCE for payment of all fees and charges. Interest on delinquent payments shall accrue until paid at the greater rate of (i) twelve percent (12%) per annum or (ii) the prime interest rate as quoted by the Wall Street Journal plus 500 basis points (adjusted on the first day of each calendar quarter.) In the event that the interest rate described above exceeds the maximum interest rate chargeable under law for such transactions, such maximum legal rate shall apply.

35 Should any portion of an Envirogen invoice be disputed by Purchaser, Purchaser will pay the undisputed portion and within the payment period prescribed above shall provide Envirogen with written notice of the disputed portion of the invoice and the reasons for the dispute. In no event shall Purchaser withhold payment of any undisputed portion of a Envirogen invoice based on the set-off of a Purchaser claim against Envirogen or as a back-charge for monies claimed to be owed Purchaser by Envirogen. At the request of Purchaser, Envirogen shall provide Purchaser with a written partial release of statutory liens utilizing Envirogen's standard form which shall be conditioned on actual receipt of payment of a particular invoice.

36 Envirogen may, from time to time, establish such credit terms as it shall, in the sole judgment of Envirogen, deem reasonably necessary, including, but not limited to, credit limits.

37 In the event that Envirogen should incur Costs, including, but not limited to, attorney's fees and collection agency fees, to collect overdue invoices and accounts, Purchaser shall reimburse Envirogen for all such reasonable Costs whether or not litigation has been initiated to collect the overdue account.

38 When fees or charges are based in whole or in part on a reimbursement by Purchaser of Envirogen's actual costs, with or without a mark-up, such costs shall be determined at the time of invoicing whether or not the cost has already been paid by Envirogen or has, as of that time, accrued as an expense for purposes of accounting. Any future rebate or credit to Envirogen which may be associated either directly or indirectly with the cost or expense, shall not give rise to a similar rebate or credit from Envirogen to Purchaser.

4. Delivery and Risk of Loss.

- 4.1 Except as otherwise set forth in the Order, delivery of Product shall be DAP work/installation site (Incoterms 2010).
- 4.2 Except as otherwise set forth in the Order, Purchaser agrees to take delivery of Product upon notice from Envirogen that the Product is ready for delivery. If for any reason Purchaser is either unable or unwilling to accept delivery, Purchaser shall be responsible to pay or reimburse Envirogen for all additional Costs incurred for storage, insurance and/or transportation.
- 4.3 Title to and risk of loss with respect to Products shall pass from Envirogen to Purchaser at the time the Product is delivered to Purchaser. Product shall be deemed to be delivered when the Product has been loaded to Purchaser's carrier or if delivered by Envirogen to Purchaser's or Owner's work site, upon arrival at the work site. (See Section 4.1) Offloading from the Envirogen carrier is the responsibility of Purchaser. Damages to the Product incurred during offloading shall be the responsibility of Purchaser. To qualify for a credit, any shortage or damages (other than those incurred after delivery DAP) to the Product shall be reported in writing to Envirogen by Purchaser within five (5)

business days of the date of delivery of the Product.

5. Force Majeure. If Envirogen is rendered unable to perform its obligations under the Order by an event beyond the reasonable control of Envirogen, Envirogen shall not be liable to Purchaser for failure or delay in such performance to the extent that the failure or delay is due to such force majeure event. Force majeure events shall include, but shall not be limited to, war (whether declared or undeclared), fire, flood, lightning, earthquake, hurricane, storm or any other act of God; strikes, lockouts or other labor difficulties; civil disturbances, riots, sabotage, accident not involving fault on the part of Envirogen or explosion; inability to secure necessary fuel, power, equipment, transportation or raw materials and/or any other reason beyond the reasonable control of Envirogen.

6. Warranties. The following warranties are in addition to any other warranties specifically set forth in the Order:

6.1 Products. Envirogen warrants to Purchaser that (i) Envirogen will have title to all Products delivered to Purchaser, free and clear of all liens, encumbrances and security interests, and (ii) that all Product will conform at the time of delivery to the written mechanical product description and/or specifications set forth or otherwise referenced in the Order. In the event of a failure by Envirogen to materially meet the terms of the warranty set forth in this Subsection 6.1, Envirogen, at its own expense, shall remove the defective, non-conforming product and replace it with a like quantity of conforming Product meeting the description or specifications.

6.2 Equipment, Parts and Goods. Except as otherwise provided for in the Order, Envirogen warrants as follows:

A. Equipment and systems which are the subject of the Order shall, when constructed, installed, used, maintained and operated in strict compliance with the plans, specifications and instructions of Envirogen, meet the performance criteria specifically set forth in the Order during the performance testing period described therein.

B. At the time of delivery, equipment and parts will be free from any and all material defects which would reasonably interfere with their use by Purchaser. In the event such defect is reported to Envirogen within twelve (12) months from date of installation of the equipment or part or within fourteen (14) months following delivery by Envirogen, whichever comes first, Envirogen will repair or replace the defective component without charge.

6.3 Services. Envirogen warrants as follows:

A. In providing services under the Order, Envirogen will comply with all federal, state and local laws.

B. The services to be provided by Envirogen shall be performed utilizing the same generally accepted standards of due diligence, skill, reasonable care and safety ordinarily employed by service providers similarly situated in the same geographic region and at the same time.

C. All Envirogen personnel engaged in providing the services pursuant to the Order (i) shall be appropriately supervised by qualified persons in Envirogen's employ, (ii) shall be appropriately skilled to perform the work to which they are assigned, and (iii) shall have met appropriate licensing and certification requirements of the state in which the service are to be provided.

6.4 Media and Resins. Unless otherwise set forth in the Order, Envirogen warrants that media supplied by Envirogen meets or exceeds Envirogen's specifications for the media and manufacturer's specifications for the media at the time of shipment.

6.5 Patents. Envirogen warrants that neither its Products nor its services shall infringe upon any patent(s) or copyright(s), or misappropriate or misuse trade secret(s) or other confidential information unless such Product or service is provided in compliance with Purchaser provided specifications. In the event of a default under this patent and intellectual property warranty, upon notice of the default by Purchaser, Envirogen shall obtain on behalf of Purchaser such releases, licenses or other appropriate authorizations as shall be necessary to prevent the infringement.

6.6 **ENVIROGEN MAKES NO WARRANTY, EXPRESSED OR IMPLIED, PURSUANT TO THESE GENERAL CONDITIONS, THE ORDER OR OTHERWISE OTHER THAN AS IS SPECIFICALLY SET FORTH IN THIS WARRANTIES PARAGRAPH AND THE ORDER AND NONE SHALL BE IMPLIED. THE WARRANTIES AND ANY REMEDIES SET FORTH IN THIS WARRANTIES PARAGRAPH AND/OR THE ORDER ARE EXCLUSIVE. THE WARRANTIES ARE GIVEN AND ACCEPTED BY PURCHASER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY ENVIROGEN AND WAIVED BY PURCHASER. ANY**

REMEDIES PROVIDED FOR IN THIS WARRANTIES PARAGRAPH AND OR THE ORDER ARE IN LIEU OF ALL OTHER REMEDIES AT LAW OR IN EQUITY FOR BREACH OF A WARRANTY.

6.7 Purchaser may assign Envirogen’s warranty obligations to the Owner without the consent of Envirogen and shall provide Envirogen with written notice of such an assignment.

7. Indemnification.

7.1 Each Party hereby agrees to defend, indemnify and hold the other Party and their respective partners, affiliates and subsidiaries, and their respective directors, officers, partners, members, employees and agents (collectively “Indemnified Parties”), harmless from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, Costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys’ fees and expenses) (all of the foregoing herein collectively called “Liabilities”), arising out of (i) the indemnifying Party’s negligence or willful misconduct; and, (ii) failure of the indemnifying Party or any of its employees or agents to observe or comply with any of the indemnifying Party’s duties or obligations under these General Conditions or the Order, including, without limiting the generality of the foregoing, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations; violation or breach of any provision in these General Conditions or the Order including, but not limited to, any warranty for which a remedy is not specified. The foregoing obligations of indemnity will include, but not be limited to, any and all Liabilities for or relating to (i) injury to or death of any person (including, without limitation, employees or agents of the Parties), (ii) damage to or loss or destruction of any property (including, without limitation, property of the Parties, or their respective employees or agents), and (iii) any spill, release or leak of any hazardous substance or waste or any contamination of, injury or damage to or adverse effect on the environment. The indemnifying Party shall be liable, however, only for that percentage of total Liabilities that corresponds to the indemnifying Party’s percentage of total negligence or fault as compared to that of the indemnified Party.

7.2 Neither Party shall have any liability to the other Party for any indirect, incidental, aggravated, exemplary, punitive, or consequential damages incurred by the other Party, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by either Party’s negligence or willful misconduct and none shall be awarded by any tribunal against a Party hereto in favor of a Party hereto; provided, however, that the limitations on liability contained in this Section 7.2 shall not apply to damages which are part of a third party claim for which a Party is claiming an indemnity obligation under this agreement from the other Party and the Party entitled to indemnity protection under this agreement is seeking an indemnity or other relief against the payment of such damages from the Party required to provide such indemnity or other relief. Anything in the Order or these General Conditions notwithstanding, any liability of Envirogen under the Order shall not exceed in the cumulative aggregate, the lesser of the total fee or charges invoiced under the Order or \$1,000,000.

8. Confidential Information.

8.1 Purchaser agrees that all information related to Envirogen’s systems, services, Products, methods, procedures, techniques, and equipment (“Confidential Information”) is and shall remain Envirogen’s exclusive proprietary and confidential information, know-how and property. Purchaser agrees to use Confidential Information solely for the purposes set forth in the Order. Purchaser agrees to keep Confidential Information confidential in accordance with the provisions of Section 8.2, and Purchaser shall not disclose, use or exploit for its benefit or the benefit of any third party Confidential Information other than in furtherance of the purpose of the Order. Purchaser shall not reverse engineer, disassemble, chemically or biologically analyze or decompile any Product or other tangible objects which embody Envirogen’s Confidential Information.

8.2 Disclosure of Confidential Information may be in tangible form, by electronic media, by visual display or inspection or it may be provided orally. Confidential Information need not be marked “confidential”, “secret” or the like. Purchaser shall not use or disclose Confidential Information for any purpose other than as specified in the Order. Purchaser will use at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as Purchaser uses with respect to its own confidential information, but in no event less than a reasonable standard of care. Purchaser shall require in writing that the Owner agree to be contractually bound to Envirogen by the provisions of this Section 8. Envirogen may seek injunctive relief to enforce its rights under this Section without any requirement of proving irreparable injury. Confidential Information does not include the following: (a)

information which prior to receipt by Purchaser was either generally available to the public or in Purchaser 's possession free of any restrictions on its use or disclosure from a source other than Envirogen; or (b) information which after the receipt thereof by the Purchaser either becomes available to the public through no fault of Purchaser or is acquired by Purchaser from a third party who has the legal right to transfer the information to Purchaser; or (c) information required to be disclosed by Purchaser pursuant to law but only after reasonable notice of the requirement of disclosure is provided to Envirogen.

9. Termination for Convenience. If the Order provides that the Purchaser may terminate the Order for its convenience and without cause, such termination shall be accomplished by written notice from the Purchaser to Envirogen. Upon such a termination for convenience, Purchaser shall pay Envirogen (i) for all Products and services delivered prior to the date of termination, and (ii) any and all Costs incurred by Envirogen prior the date of Termination incurred by Envirogen in the engineering, design, production, acquisition, transportation or otherwise for any Product or service as yet undelivered plus a mark-up of 25% and (iii) all reasonable Costs associated with the demobilization of Envirogen following the termination.

10. Insurance. If the services and/or the delivery of the Products require Envirogen or its contractors or carriers to enter on to any property owned or occupied by Purchaser, then Envirogen shall procure and maintain the following Insurance coverages:

<u>Coverage</u>	<u>Policy Limits</u>
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Commercial General Liability	\$1,000,000 per occurrence and including contractual liability; and \$1,000,000 in the aggregate
Automobile Liability Policy	\$1,000,000 per occurrence (including owned, non-owned, and hired vehicles) non-owned, and hired vehicles)

All such policies shall name Purchaser and Owner as an additional insured as respects liability arising from work or operations performed by or on behalf of Envirogen (excluding the workers' compensation policy). Envirogen shall promptly furnish Purchaser with certificates of insurance evidencing the required insurance coverage.

11. Miscellaneous Provisions.

11.1 For all purposes of the Order, Envirogen is and shall remain an independent contractor. There are no intended third party beneficiaries to these General Conditions or the Order and nothing in this Contract will entitle any person other than Envirogen or Purchaser to any claim, cause of action, remedy or right of any kind under the Order.

11.2 Purchaser agrees that during the term of the Order and for a period of twelve (12) months thereafter, Purchaser will not, directly or indirectly, solicit, request or otherwise induce any Envirogen employee or personnel to terminate his or her employment with Envirogen if such employee has been materially engaged in providing Product or services to Purchaser under the Order. Nothing herein shall be construed to prohibit the hiring of Envirogen employees who have responded without any direct inducement by Purchaser to publically available employment advertisements by Purchaser.

11.3 Those provisions of these General Conditions or the Order which by their nature are intended to survive the termination, cancellation, completion or expiration of these general conditions or the Order to which they apply shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration. Such provisions include, but are not limited to, provisions concerning warranties, indemnifications and confidentiality.

11.4 The validity, interpretation and performance of these General Conditions shall be governed exclusively in accordance with and by the laws of the State of Texas, save and except those Texas laws governing choice of laws which would result in the choice of a law or laws of another jurisdiction.

11.5 In the event of any dispute between the parties arising under these General Conditions or the Order, the parties agree that (i) the civil courts in and for the County of Montgomery, State of Texas, shall have exclusive jurisdiction and venue to determine such dispute(s) and each party hereby waives any objection to such jurisdiction and venue in any such court and any claim that such forum is an inconvenient forum and (ii) the prevailing Party shall be awarded its costs of suit, including reasonable attorney's fees.

11.6 The Order and these General Conditions set forth the entire agreement of the Parties regarding the services and Products described in the Order and supersede all prior discussions and agreements of the Parties, whether written or verbal other than prior confidentiality or non-disclosure agreements between Purchaser and Envirogen. The Order and these General Conditions may not be modified, amended, rescinded, canceled or waived in whole or in part by amendment or change order, except by written instrument, signed by both Parties, which makes specific reference to the Order and which specifies that the Order or these General Conditions are being amended, modified or otherwise altered. All change orders shall make specific reference to the Order and shall be signed by both Parties. All change orders shall indicate any modifications or amendment to the pricing or delivery schedule resulting from the change in scope. Any request by Purchaser to either accelerate or delay a deliverable date described in the Order for any reason shall require a mutually acceptable change order pursuant to this Section. Such change order shall include the new schedule of deliverable due date(s) and any price adjustment occasioned by the change in schedule.

11.7 Any waiver by either Party of any provision or condition of the Order or these General Conditions shall not be construed or deemed to be a waiver of any other provision or condition of the Order or these General Conditions, nor a waiver of any subsequent breach of the same provision or condition.

11.8 If any section, subsection, paragraph, clause or sentence of the Order or these General Conditions shall be adjudged illegal, invalid or unenforceable, such event shall not affect the legality, validity or enforceability of the remaining portions of the Order and these General Conditions as a whole or any portion thereof.

11.9 The covenants and agreements contained herein shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.10 The Order (or any amendment) may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Order when a duly authorized representative of each Party has signed a counterpart. Photographic, facsimiled and scanned copies of such executed counterparts may be used in lieu of the originals for any purpose.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

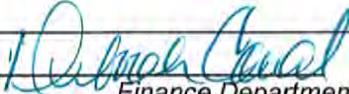
MEETING DATE: September 6, 2022

SUBJECT: RFP 534-22; Municipal Corrosion & Odor Control Services
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 29, 2022
SUBMITTED BY: Tim Woomer, Utilities Director

- RFP 534-22 to furnish municipal corrosion and odor control services advertised July 3, 2022.
- This proposal is for performing specialized testing, providing bulk chemical(s), including storage and pumping systems, that will effectively control the formation of hydrogen sulfide (H₂S) within the sanitary sewer system.
- A total of four proposals were sent out, with one response received. An evaluation team has reviewed the proposal based on the criterion listed in the RFP, with Evoqua Water Technologies, LLC of Sarasota, FL. being the sole proposer.
- Without odor control measures, odors will possibly will migrate from the WWRF premises into surrounding neighborhoods.
- This proposal is for an unlimited amount yearly contract. This contract may be renewed for up to three additional one (1) year terms.

Fiscal Impact: \$235,000.00 (NMGRT included)

Reviewed By: _____


Finance Department

Chemical cost of Bioxide is \$5.37 per gallon delivered. Odor and Corrosion Control is budgeted at \$235,000.00 under Utilities Enterprise Fund 634370-42337 for FY 2022-23. The average monthly expenditure for odor control is projected at \$19,583.33.

Attachments:

RFP 534-22; Evaluation Worksheets

Legal Review:

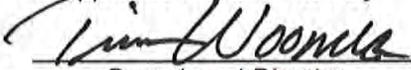
Approved As To Form: _____


City Attorney

Recommendation:

Award RFP 534-22 to Evoqua Water Technologies to provide Municipal Corrosion and Odor Control Chemicals as proposed.

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. _____

REQUEST FOR PROPOSAL NUMBER 534-22
Municipal Corrosion and Odor Control

OVERALL EVALUATION WORKSHEET

Criteria	Wt. Factor	Evoqua	
1. Business Profile Business description, years in service, years as a municipal sanitary sewer odor and corrosion control services business, capabilities of business, including services offered.	30	30	
2. Record of Performance Past record of performance by Offeror and the proposed chemical effectiveness based upon chemical effectiveness.	20	20	
3. Chemical and Delivery System Specifications Proposed chemical(s), containment vessels and delivery systems design, reliability and response to repairs by Offeror.	20	20	
4. Material Cost Projected annual costs to the City of Hobbs based upon \$/1000 gallons treated. Assume an annual flow of 335,800,000 gallons. Offerors will complete Attachment F: Proposal Submittal for evaluation.	20	17	
5. References Business past record of performance in providing municipal sanitary wastewater sewer odor and corrosion control services.	10	10	
6. NM Resident/Veteran Preference NM Resident 5 pts. Veteran owned business 5 pts.	10	0	
<u>TOTAL SCORE</u>	110	97	

Signature: _____



FINANCE DEPARTMENT
Shelly Raulston – PURCHASING SPECIALIST

200 E. Broadway Street
Hobbs, NM 88240

575-397-9244 bus
575-397-9450 fax

ADDENDUM NUMBER 1

CITY OF HOBBS

FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES

RFP 534-22

DATE: JULY 25, 2022

The following changes and clarifications shall be made to the bid documents for the above mentioned project.

1. Deadline extension

- A. The deadline for RFP 534-22 was originally July 26, 2022. The City of Hobbs is extending the deadline by one week to Tuesday, August 2, 2022.

Please acknowledge receipt of this addendum by placing the number "1" or writing "one" on page 12.

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



FINANCE DEPARTMENT
Shelly Raulston – PURCHASING SPECIALIST

200 E. Broadway Street
Hobbs, NM 88240

575-397-9244 bus
575-397-9450 fax

ADDENDUM NUMBER 2

CITY OF HOBBS

FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES

RFP 534-22

DATE: JULY 26, 2022

The following changes and clarifications shall be made to the bid documents for the above-mentioned project.

1. Term of Contract.

- A. The contract shall be for one (1) year from the date of written notification of award of proposal, with an option to extend the contract an additional three (3) years, if mutually agreeable with the City of Hobbs and the vendor. The agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No agreement shall be effective until it has been fully executed by all the parties thereto.

2. Extension of deadline.

- A. The deadline is extended to Tuesday August 9, 2022.

Please acknowledge receipt of this addendum by placing the number "2" or writing "two" on page 12.

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



FINANCE DEPARTMENT
Shelly Raulston – PURCHASING SPECIALIST

200 E. Broadway Street
Hobbs, NM 88240

575-397-9244 bus
575-397-9450 fax

ADDENDUM NUMBER 3

CITY OF HOBBS

FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES

RFP 534-22

DATE: JULY 27, 2022

The following changes and clarifications shall be made to the bid documents for the above mentioned project.

1. Correction of typo on RFP 534-22 Attachment A title.

- A. Attachment A title incorrectly reads Grit Chamber Support Replacement. It should read **"FURNISH Municipal CORROSION AND ODOR CONTROL SERVICES."**

Please acknowledge receipt of this addendum by placing the number "3" or writing "three" on page 12.

<<<<END OF ADDENDUM No. 3>>>>

THE CITY OF HOBBS



REQUEST FOR PROPOSALS

For

FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES

RFP No: 534-22

DUE DATE/TIME: July 26, 2022 2:00 p.m. (MST)

Advertisement

July 3, 2022

Deadline for On-Site Inspections

July 19, 2022 3:00 p.m. (MST)

Deadline for Inquiries

July 22, 2022 11:00 a.m. (MST)

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ATTACHMENT C: VETERANS’ PREFERENCE FORM

ATTACHMENT D: SUBMITTAL INQUIRY FORM

ATTACHMENT E: CERTIFICATE OF SITE INSPECTION

ATTACHMENT F: PROPOSAL SUBMITTAL FORM

This Request for Proposals is separated in two parts: Part I - General Requirements, and Part II - Attachments. The Attachments of Part II are part of the Request for Proposals and the terms, conditions, and criteria therein must be met by any proposer.

PART I – GENERAL REQUIREMENTS

DIVISION I - ADVERTISEMENT

PROPOSAL NO. 534-22

FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES

City of Hobbs, New Mexico

Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **July 26, 2022 at 2:00 p.m. (MST)**, to Furnish Municipal Corrosion and Odor Control Services as specified. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.

This project consists of providing services and materials for effectively reducing the formation of hydrogen sulfide (H₂S) on sanitary sewer trunk line C. Proposer will install the respective storage containers, chemical injection pumps required to apply product, and provide a hydrogen sulfide monitor in one location that is linked to the Proposer's website. During the initial month of services, Proposer may be required to perform weekly hydrogen sulfide testing to calibrate dosage rates and demonstrate product efficiency. Subsequent testing will then be done a monthly basis with the results of sulfide analysis sent to the City of Hobbs. The Proposer will provide their technical services, all chemical injection equipment, all chemicals delivered to site of injection in a formal not to exceed cost proposal for the material procurement, installation, startup, and testing of the chemical delivery system and sanitary sewer.

The City of Hobbs is seeking an Experienced, Qualified Representative with experience in sanitary sewer odor control and delivery methods. Proposer must have verifiable experience with sanitary sewer corrosion and odor control, and be able to supply all chemicals, delivery equipment, and field technicians.

DEADLINE - 2:00 p.m. (MST) on July 26, 2022

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Request for Proposal packages may be obtained from the Finance Department, 200 E. Broadway, Hobbs, NM. Shelly Raulston @ sraulston@hobbsnm.org or 575-397-9244.

In case of ambiguity or lack of clarity, the City of Hobbs, New Mexico reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

CITY OF HOBBS, NEW MEXICO

Manny Gomez, City Manager

Publication Date: July 3, 2022

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS
REQUEST FOR PROPOSALS (RFP 534-22)

The City of Hobbs (“COH” or “Owner”) extends an invitation to interested and qualified firms or individuals to submit a Statement of Qualifications (“Proposal”) to provide annual services and products for controlling corrosive and odorous compounds, primarily sulfides, within the sanitary sewer system.

Any individual(s) or firm(s) proposing to perform the services and provide the materials required of this RFP must have familiarized themselves with the requirements by conducting a site inspection prior to the RFP closing date of July 26, 2022 at 2:00 p.m. (MST). A site inspection form is included within the RFP and must be included within Proposers’ formal response.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

The purpose of this project is the control of corrosive and odorous hydrogen sulfide gas in the City of Hobbs sanitary sewer trunk line C. This trunk line conveys approximately 0.92 MGD (335.800 MG/year) of municipal wastewater. Due to the low velocities and wastewater characteristics, the highest amounts of hydrogen sulfide have been recorded in truck line C at a manhole located near the intersection of Dal Paso and White street. Monitoring of the manhole at Dal Paso and White street has shown an untreated average of 300 ppm H₂S with 1000ppm spikes during summer months. Air temperatures of the sewer ranges from 65°F in winter months to 85°F during summer months. It is the City’s goal that the 24-hr time weighted average H₂S levels at this manhole not exceed 10 ppm. Offeror will be responsible for all pre and post-startup testing and sampling, installation of all storage and pumping equipment, installation and maintenance of all remote monitoring equipment, maintenance on all chemical distribution equipment, monitoring material levels, ordering material, and receiving material related to this project. The Proposer will be responsible for providing and maintaining a website monitoring applicable data. This website shall be accessible to City of Hobbs WWRF personnel. The Proposer will be responsible for any requests by local, state, or federal authorities for information regarding chemical(s), services, insurances, or other items as a condition of agreement between Proposer and the City of Hobbs. Proposer acknowledges that any chemical injection sites are located in public places and will be held responsible for properly labeling products, clean up of spills, and adherence to applicable safety standards.

All respondents to RFP 534-22 are required to inspect the project sites and conditions in order to familiarize themselves with the requirements of this project prior to the proposal closing date of July 26, 2022 at 2:00 p.m. (MST). A site inspection form is included within this RFP and must be completed and returned with Proposer's formal response.

The successful Proposer will execute an agreement with the City of Hobbs to provide and be responsible for providing equipment, materials, maintenance, safety materials, hydrogen sulfide (H₂S) and tank level logging equipment, an accessible website, and ordering/receiving materials.

Owner will be responsible for providing an injection point into the sanitary sewer and 120 volt electrical service at the injection site,

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The project area is described as City of Hobbs Sanitary Sewer System Trunk C. Within reason Owner will provide its technical assistance and knowledge of the Sanitary Sewer system and historical odor and corrosion control data for reference. However, Proposer is responsible for verifying all information provided as a requirement of the project.
2. Proposer shall be experienced in the installation, maintenance, and application of Sanitary Sewer Odor and Corrosion Control products and techniques.
3. Proposer must be capable of providing personnel for all aspects of the RFP who are knowledgeable and competent to perform the services required. Proposer will provide all safety equipment required for its personnel and be responsible for ensuring that work is conducted in accordance with Local, State and Federal safety regulations.

PROJECT CONTACTS:

Questions regarding the selection process:

Contact: Toby Spears,
Finance Director
Address: 200 E. Broadway
City / State / Zip: Hobbs, NM 88240
Phone Number: 575-397-9235

Technical Questions regarding scope of work:

Bill Griffin, WWRF Superintendent
200 E. Broadway
Hobbs, NM 88240
575-397-9315
bgriffin@hobbsnm.org

SITE DESCRIPTION

The anticipated injection point is located at the Northwest corner of Stone Elementary school, 1015 Calle Sur, Hobbs, NM 88240. The anticipated hydrogen sulfide recorder location is the manhole at Dal Paso and White street.

DIVISION III – PRE-SUBMITTAL ON-SITE INSPECTION

A pre-submittal on-site inspection is **MANDATORY** and is included as Attachment E. Deadline for inspection is July 19, 2022 @ 3:00 p.m.

DIVISION IV – RESPONSE FORMAT AND ORGANIZATION

Delivered or hand-carried submittals must be delivered to the City of Hobbs Finance Department at the location listed below. On the submittal package, please display: the firm name, project title, and project number.

All submittals should be sent or delivered to:

CITY OF HOBBS – CITY HALL

Finance Dept. – Room 224
200 E. Broadway
Hobbs, NM 88240

Attention: Toby Spears, Finance Director

NUMBER OF RESPONSES: Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

NUMBER OF COPIES: Proposers shall provide **five (5)** identical copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals.

PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. Length of the proposal shall be limited to a maximum of fifteen (15) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Material excluded from the fifteen (15) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Certificate(s) of Insurance
- Proposal Signature Form (Attachment A)
- Campaign Contribution Declaration Form (Attachment B)
- Veterans' Preference Form (Attachment C)
- Resident Business Certification (Optional)
- Certificate of Site Inspection (Attachment E)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 15 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. Detailed description and points assigned to each Section is provided under V. EVALUATION.

- Section 1- Business Profile
- Section 2- Record of Performance
- Section 3- Chemical and Delivery System Specifications
- Section 4- Material and Labor Costs per/1000 gallons of Wastewater Treated.
- Section 5- References
- Section 6- Resident Bidder/Veterans Preference

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 15 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Selection Committee in regard to format will be considered non-responsive. Proposer shall contact the City of Hobbs Representative to clarify any questions concerning format prior to submission.

Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 5, are helpful.

Submittal Letter - Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project) should:

- Identify the submitting business as a business experienced in Wastewater Collection System Corrosion and Odor Control Services.
- Identify and provide the physical address of the proposers facility;
- Identify name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- Be signed by a person authorized to contractually obligate the Proposer;

Proposal Signature Form (Attachment A) – Include with the submittal letter the completed Signature Sheet and acknowledge any addendums

Campaign Contribution Declaration Form (Attachment B) – Include with the submittal letter the completed Contribution Declaration Form.

DIVISION V – EVALUATION CRITERIA

A Selection Committee will evaluate the Proposals submitted in response to this RFP. The evaluation criteria will relate to the qualifications and ability of the Proposer to provide the materials and perform the services under this RFP. Proposals submitted should be fully self-contained and include the information requested below in the listed order and index tabbed the same.

A maximum total of 110 points are possible in scoring. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criteria are as follows:

- (1.) **Business Profile:** Business description, years in service, years as municipal sanitary sewer odor and corrosion control services business, capabilities of business, including services offered..... **30 points**
- (2.) **Record of Performance:** Past record of performance by Offeror and the proposed Chemical effectiveness..... **20 points**
- (3.) **Chemical & Delivery System Specifications:** Proposed chemical(s), containment vessels and delivery systems design, reliability, and response to repairs by Offeror. **20 points**
- (4.) **Material Costs:** Projected annual costs to the City of Hobbs based upon USD/1,000 gallons treated. Assume an annual flow of 335,800,000 gallons. Offerors will complete Attachment F: Proposal Submittal Form for evaluation..... **20 points**
- (5.) **References:** Business past record of performance in providing municipal sanitary wastewater sewer odor and corrosion control services..... **10 points**
- (6.) **Resident Bidder/Veterans Preference**..... **10 points**

Total possible points 110 points

- 1. **Business Profile** - Provide specific information about the business that demonstrates their ability to provide the equipment and services being requested. Provide years in business, years as a wastewater and industrial equipment repair and rehabilitation service business, number of employees, services offered, including any professional affiliations or certifications. If the services of a third party, or subcontractor, are to be utilized, provide a brief company description, contact information, and identify those services to be provided by subcontractor.
- 2. **Record of Performance**– Provide at least three examples of customer systems on which the proposed products were used and the results of treatment.
- 3. **Chemical and Delivery System Specifications:** - Provide a list of the methodology, product, and equipment that will be used to control corrosion and odors on this project. Provide a detailed breakdown of materials, delivery systems, pumping equipment, etc. Provide proposed chemical(s) SDS and fact sheets if available. List proposed chemical storage containment vessels, delivery system, electrical, and any HVAC equipment required. List chemical(s) resupply methods and anticipated frequencies. Provide a maximum response time to make equipment repairs and in case of emergency.

4. Material and Labor Costs – Provide an estimate of annual costs for the services and products being requested in RFP 534-22. Do not include any taxes from which municipalities are exempt. Projected total annual cost the City of Hobbs in \$/1000 gallons wastewater treated. Assume an annual flow of 335,800,000 gallons for calculating purposes. Projected total annual cost shall include:

- A. Cost to provide and install chemical containment vessels and delivery systems for treatment of the Trunk C sewer line.
 - B. Annual chemical storage vessel and delivery system lease if applicable.
 - C. Annual preventive maintenance and repair fee if applicable.
 - D. Chemical cost in USD(\$) per gallon, including delivery fee.
 - E. Annual testing fees for determination of product effectiveness and system calibration. Testing services will include once per month for the initial year.
 - F. Real time H₂S, storage tank level, and GPD logging on a website that is accessible to City of Hobbs personnel.
- 5. References** – Provide three (3) references who can discuss the business ability to provide and perform the services being proposed and quality of work. Provide a brief description of the services provided, including the names of contact personnel and a current phone number.
- 6. Resident Bidder/Veterans Preference** will be given to New Mexico resident businesses (5 points) and New Mexico Veteran business or contractor (5 points). A copy of the Proposers business certificate must be included within the submitted proposal.

DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE

SELECTION PROCESS. A Selection Committee will evaluate and score each submitted Proposal based on the criterion. The City reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and/or request clarifications.

SCHEDULE OF DEADLINES

Advertise RFP	July 3, 2022
Deadline for Mandatory On-Site Inspections	July 19, 2022 3:00 p.m. (MST)
Proposals Due:	July 26, 2022 2:00 p.m. (MST)

DIVISION VII – GENERAL INFORMATION

INFORMAL QUESTIONS. If you have informal questions regarding this Request for Proposals or if you have informal questions about the purchasing process, please contact:

Shelly Raulston Tel: 575-397-9244 E-mail Address: sraulston@hobbsnm.org

Note: The City of Hobbs will answer informal questions orally and makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFP. Proposers shall not rely on any verbal responses. If you have formal questions about any part of this Request for Proposals, which could result in a material issue or a formal amendment to this RFP, see INTERPRETATIONS AND ADDENDA below.

INTERPRETATIONS AND ADDENDA. Should a Proposer find any ambiguity, inconsistency or error in the Request for Proposals, or should the Proposer be in doubt as to their meaning, he shall at once notify the City Finance Director, in writing, who will send a written addendum either by facsimile or US mail to all Proposers who are on record with Finance Department as having requested a copy of the RFP. Neither the City of Hobbs nor its representatives will be responsible for oral instructions or information. Interpretation or correction of the RFP will be made only by written addendum, which will be mailed or delivered to each Proposer of record. The City of Hobbs is not responsible for any other explanations or interpretations of the RFP.

The Owner is not responsible for assuring delivery of addenda to any Proposer. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the Request for Proposals.

This RFP, the Proposal of the successful Proposer and any addenda issued by the Owner during the RFP period are to be included in and will become a part of the agreement when awarded. The Proposers shall acknowledge receipt of addenda on the Proposal form in the space provided, on the RFP Submittal Certification Form, see Attachment B.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to the City of Hobbs of errors or omissions relating to this Request for Proposals must be directed, in writing, email, or by facsimile, to:

THE CITY OF HOBBS

Toby Spears, Finance Director
200 E. Broadway, Hobbs, NM

Phone: (575) 397-9235
Fax: (575) 397-9450
Email address: tspears@hobbsnm.org

All formal inquiries must be submitted before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

PROPRIETARY INFORMATION. If you are submitting any information you consider proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If Legal and Finance Department concurs, this information will not be considered public information. The City of Hobbs Legal Department is the final authority as to the extent to which material is considered proprietary or confidential. The Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFP may be disclosed pursuant to the applicable New Mexico Public Records Law and applicable New Mexico Statutes.

OBLIGATIONS. This RFP does not obligate the City of Hobbs to pay any costs incurred in the preparation and submission of Proposals nor to enter into an agreement with any of the applicants.

ON-SITE VISIT. For a proposal to be considered responsive, Proposer must perform an on-site inspection at the City of Hobbs Waste Water Reclamation Facility prior to Proposal closing date in order to fully familiarize themselves with the projects requirements. As-build drawings and schematics are on locations and will be made available for review and copying.

WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn either personally or by written request any time before the scheduled date and time set for receipt.

AWARD OR REJECTION OF PROPOSALS. The Owner has the right to cancel this Request for Proposals, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of the Owner and also reserves the right to hold open any or all Proposals for a period of NINETY (90) DAYS after the date of opening thereof and the right to accept a Proposal not withdrawn before the scheduled opening date.

NEGOTIATION OF THE AGREEMENT. The City of Hobbs may proceed to negotiate a contract for materials and services at a compensation which it determines to be fair and reasonable. In making this decision, the City of Hobbs may take into account the estimated value of the scope of services, the complexity, and the services to be rendered. If unable to negotiate a satisfactory contract with the business considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that business will be formally terminated. The City of Hobbs may then undertake negotiations with the next most qualified business in sequence until an agreement is reached or a determination is made to reject all proposals.

RETURN OF PROPOSALS. The City of Hobbs will not return any Proposals that are submitted.

PART II: ATTACHMENTS

Attachment A: Proposal Signature Form

Attachment B: Campaign Contribution Disclosure Form

Attachment C: Veterans' Preference Form, Non-Debarment,
Non-Collusion, Related Party

Attachment D: Submittal Inquiry Form

Attachment E: Certificate of Site Inspection

Attachment F: Proposal Submittal Form

ATTACHMENT A: PROPOSAL FORM SIGNATURE SHEET

**PROPOSAL 534-22
FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES
~~Exit Chamber Support Replacement~~
CITY OF HOBBS WASTEWATER RECLAMATION FACILITY**

TO: The City of Hobbs, New Mexico

August 5, 2022

Proposal of Evoqua Water Technologies LLC;
(Company Name)

- A) ~~A Corporation~~ under the laws of the State of Delaware; or
B) A partnership consisting of _____; or
C) An individual trading as _____.

The undersigned offerer, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to Offerers, this proposal form and the Specifications.

N/A
Veterans Preference Number

N/A
Resident Preference Number

municipalservices@evoqua.com
Email address

941-359-7930
Telephone Number

Evoqua Water Technologies LLC
Company Name

BY: 

Thomas R. Wilson, P.E.
Type or Print Name

2650 Tallevast Road
Address

Sarasota FL 34243
City State Zip

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

THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED AS FOLLOWS:

ADDENDUM NUMBER: 1 DATED: 7/25/22 ADDENDUM NUMBER: 3 DATED: 7/27/22
ADDENDUM NUMBER: 2 DATED: 7/26/22 ADDENDUM NUMBER: _____ DATED: _____

ATTACHMENT B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____

Date _____

Title (position) _____

--OR--

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


Signature Thomas R. Wilson, P.E.

8/5/22
Date

V.P. & G.M.
Title (Position)

ATTACHMENT C: VETERANS' PREFERENCE FORM

Resident Veterans Preference Certification

 N/A (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 \$1M 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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. 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 understand that knowingly giving false or misleading information on this report constitutes a crime."

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 FLORIDA)

City OF SARASOTA)

Thomas R. Wilson, P.E. (name) being first duly sworn, deposes and

says that he/she is (title) V.P. & G.M.

of (organization) Evoqua Water Technologies LLC

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.

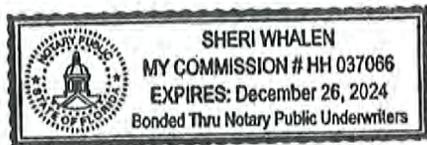
By: [Signature]

Title: V.P. & G.M.

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

Notary Public: [Signature]

My Commission Expires:





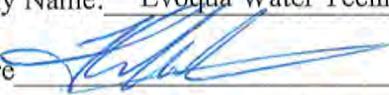
City of Hobbs
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion

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: Evoqua Water Technologies LLC

Signature 

Print Name Thomas R. Wilson, P.E.

Morano, David L

From: Wilson, Thomas R
Sent: Thursday, August 4, 2022 4:10 PM
To: Snyder, Gary A
Cc: Morano, David L
Subject: PROJECT NUMBER: 534-22 – FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES

Gary Snyder –

Please execute the Related Party Disclosure Form for the above referenced City of Hobbs, NM RFP on my behalf. Evoqua has no disclosures to make for this bid.

Thank you

Thomas R. Wilson, P.E.
Vice President and General Manager
Municipal Services

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, Florida 34243



Mobile: +1 (708) 537-0483
thomas.wilson@evoqua.com

www.evoqua.com

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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, administration officials, department heads, and key management supervisors with the City of Hobbs?
YES ___ NO X

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2017 to which City of Hobbs was, is to be, a party?
Sales, Purchase or leasing of property? YES ___ NO X
Receiving, furnishing of goods, services or facilities? YES ___ NO X
Commissions or royalty payments? YES ___ NO X

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?
YES ___ NO X

4. At any time from January 1, 2017 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?
YES ___ NO X

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

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?
YES ___ 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: 8/5/22

(Print Name and Title): Thomas R. Wilson, P.E., V.P. & G.M.

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, administration officials, department heads, and key management supervisors with the City of Hobbs?
YES ___ NO X

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2017 to which City of Hobbs was, is to be, a party?
Sales, Purchase or leasing of property? YES ___ NO X
Receiving, furnishing of goods, services or facilities? YES ___ NO X
Commissions or royalty payments? YES ___ NO X

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?
YES ___ NO X

4. At any time from January 1, 2017 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?
YES ___ NO X

5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs?
6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?
YES ___ 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 Gary A. Snyder Date 8/5/22
(Print Name and Title): Gary A. Snyder, Director Field Service

ATTACHMENT E: CERTIFICATE OF SITE INSPECTION

This certificate of site inspection must be completed and included by all Proposers in their response to this Request for Proposals.

STATEMENT BY PROPOSER

I hereby certify that an on-site inspection of the Grit Chambers at the City of Hobbs Waste Water Reclamation Facility has been conducted to determine the coating and safety requirements of RFP 534-22.

PROPOSER

Tyler Neuberger
Typed/Printed Name

Tyler
Signature

7/27/22
Date of Site Inspection

CITY OF HOBBS REPRESENTATIVE

BILL GRIFFIN
Typed/Printed Name

Bill Griffin
Signature

7/27/22
Date of Verification

ARRANGEMENT FOR SITE INSPECTION: To arrange for a site inspection, call: Bill Griffin, Wastewater Reclamation Facility Superintendent at (575) 397-9315.

ATTACHMENT F: PROPOSAL SUBMITTAL FORM

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: 8/5/22

PROJECT NUMBER: 534-22 – FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES.

Proposal of Evoqua Water Technologies LLC (hereinafter called Offeror)

To the Honorable Mayor and City Commission City of Hobbs, New Mexico (hereinafter called Owner)

Ladies and Gentlemen:

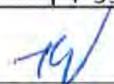
The Offeror, in compliance with your Request for Proposals for the construction of FURNISH MUNICIPAL CORROSION AND ODOR CONTROL SERVICES, having carefully examined the plans, specifications, the proposal and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

Description	Unit	Estimated Quantity	Proposed Unit Price	Proposal Price
BASE PROPOSAL				
Projected total annual cost to the City of Hobbs in \$/1000 gallons wastewater treated. This total to include all items detailed under Division V, part 4. (Assume an annual flow of 335,800,000 gallons)	EA	1	\$ 1.05/1000 gallons treated*	\$351,192.63**
TOTAL BASE PROPOSAL				\$ 351,192.63

* The delivered Bioxide will be billed at \$5.37 per gallon

** Total price of \$351,192.63 is based on proposed price

multiplied by the last years Bioxide usage of approximately 65,399 gallons.

 Proposer's Initials

CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: Construction is complete, we are already in place.
Chemical will be delivered in 10-14 business days.

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **(60) Sixty Days from issuance of the Notice to Proceed or liquidated damages will apply.**

(120) CONSECUTIVE CALENDAR DAYS thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **\$750.00** for each consecutive calendar day in excess of the time set forth herein above for completion of this project.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Hobbs, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Hobbs in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

 TW Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for ----- Dollars (\$ _____) or a Proposal Bond in the sum of 5% of Total Bid Amount Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.



(Seal if Offeror)

ATTEST:

See Attached Officer's Certificate
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/25/22
Addenda No. 2 Date 7/26/22
Addenda No. 3 Date 7/27/22
Addenda No. _____ Date _____

Date: 8/5/22

Authorized Signature

Thomas R. Wilson, P.E.
(Printed or Typed Name)

Evoqua Water Technologies LLC
Company
2650 Tallevast Road
Address

City, Sarasota County Manatee

State FL Zip Code 34243
Telephone: 941 - 359-7930
Fax: 941 - 359-7985

Email: municipalservices@evoqua.com
FEDERAL TAX ID or SOCIAL SECURITY No.

80-0909020

By
Authorized Representative - must sign by hand

Date: 8/5/22

Officer Name and Title: Thomas R. Wilson, P.E., V.P. & G.M.
Please Print

Business Telephone Number 941-359-7930 FAX: 941-359-7985

E-mail Address: municipalservices@evoqua.com

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF HOBBS SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE PROPOSAL NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.



EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Jessica Beckett-McWalter, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Thomas R. Wilson is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Mr. Wilson has full power and authority to execute and deliver the Company's bid and all related ancillary agreements for the supply and delivery of RFP# 534-22 Furnish Municipal Corrosion and Odor Control Services to the City of Hobbs, NM.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 3rd day of August 2022.

Jessica Beckett-
McWalter

Digitally signed by Jessica Beckett-
McWalter
DN: cn=Jessica Beckett-McWalter,
c=US, o=Evoqua Water Technologies
LLC, ou=Legal Department,
email=jessica.mcwalter@evoqua.com
Date: 2022.08.02 16:14:23 -0400

Jessica Beckett-McWalter
Assistant Secretary



STATUTORY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and _____

_____ (hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Hobbs (hereinafter called the Oblige), in the amount of _____

(\$_____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 2022, to _____

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this _____ day of _____ 2022.

Surety

(Company Name)

*By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in New Mexico, and hereby designates _____ an agent resident in Lea County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

* By: (Title)

Approved as to form:

City of Hobbs

By: _____
City Attorney

* Note: If signed by an officer of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

STATUTORY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and _____

_____ (hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Hobbs (hereinafter called the Oblige), in the amount of _____

_____ (\$_____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 2022, to _____

_____ and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this _____ day of _____, 2022.

Surety

* By: _____
(Title)

(Company Name)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in New Mexico, and hereby designates _____ an agent resident in Lea County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

*By: _____
(Title)

Approved as to Form

City of Hobbs

By: _____
City Attorney

* Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

CERTIFICATE OF INSURANCE

TO: CITY OF HOBBS
1301 SOUTH 5TH STREET
HOBBS, NEW MEXICO 88240

DATE: _____

TYPE OF PROJECT: _____

THIS IS TO CERTIFY THAT _____ (Name and Address of Insured) is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the typed of insurance and in accordance with the provisions of the standard policies used by this company, the further hereinafter described. Exceptions to standard policy noted hereon.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EFFECTIVE DATE	LIMITS
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractors Protective <input type="checkbox"/> _____ \$ _____				General Aggregate \$ _____ Products-Comp/Op AGG \$ _____ Personal & Adv. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (Any one Fire) \$ _____ Med Exp (Any one Person) _____
AUTOMOTIVE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> _____				Combined Single Limit \$ _____ Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage \$ _____
GARAGE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> _____				Auto Only - Each Accident \$ _____ Other than Auto Only: Each Accident \$ _____ Aggregate \$ _____
<input type="checkbox"/> BUILDER'S RISK <input type="checkbox"/> 100% of the Total Contract Price <input type="checkbox"/> INSTALLATION FLOATER				\$ _____ \$ _____
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence \$ _____ Aggregate \$ _____ \$ _____
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY The Proprietor/ <input type="checkbox"/> Included Partners/Executive <input type="checkbox"/> Excluded Officers are:				Statutory Limits Each Accident \$ _____ Disease Policy Limit \$ _____ Disease-Each Employee \$ _____
OTHER				

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than five days in advance of cancellation.

FIVE COPIES OF THE CERTIFICATE OF INSURANCE

MUST BE SENT TO THE CITY OF HOBBS

 (Name of Insurer)

By: _____

Title: _____

The Insurance Certificates Furnished shall name the City of Hobbs as Additional Insured on Auto/General Liability and provide a Waiver of Subrogation in favor of the City of Hobbs. **IT SHALL BE THE CONTRACTOR'S. THE ADDITIONAL INSURED ENDORSEMENT SHALL INCLUDE PRODUCTS AND COMPLETE OPERATIONS**

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond



KNOW ALL MEN BY THESE PRESENTS, THAT WE Evoqua Water Technologies LLC
2650 Tallevast Road, Sarasota, FL 34243

as Principal, hereinafter called the Principal, and Argonaut Insurance Company
P.O. Box 469011, San Antonio, TX 78246-9011

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hobbs

Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Furnish Municipal Corrosion and Odor Control Services, City of Hobbs,
New Mexico, Proposal No: 534-22

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of August, 2022

[Signature]
(Witness)

Evoqua Water Technologies LLC

[Signature] (Principal) (Seal)
By: _____ (Title)

Danielle Johnson
Danielle Johnson (Witness)

Argonaut Insurance Company

[Signature] (Surety) (Seal)
By: Autumn Schneider
Attorney-in-Fact Autumn Schneider (Title)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Richard C. Rose, Jeremy C. Rose, Autumn Schneider, Tina Foster, Danielle D. Johnson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



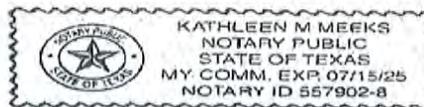
by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 9th day of August, 2022.



Austin W. King, Secretary

August 3, 2022

Attn.: Shelly Raulston, Procurement Specialist
City of Hobbs NM
Finance Department
200 E. Broadway
Hobbs, NM 88240
Ph: (575) 397-9244

RE: Request for Proposal No. 534-22
Municipal Corrosion and Odor Control Services
Evoqua Quote No. Q220727JS1

Dear Ms. Davis:

Thank you for your interest in Evoqua Water Technologies LLC. Evoqua would like to submit the attached proposal to provide municipal corrosion and odor control services to the City of Hobbs, NM.

In the event you have further questions or concerns, please contact Lee Kainer at (801) 361-9580. I appreciate the opportunity of providing the equipment, services and expertise of Evoqua to you and wish you the best of luck in resolving your odor concerns.

Sincerely,

Evoqua Water Technologies LLC

Thomas R. Wilson

Thomas R. Wilson, P.E.
V.P. & G.M. – Municipal Services



Request for Proposal No. 534-22
Municipal Corrosion and Odor Control Services
City of Hobbs, NM

Submitted To:

Office of the Finance Director
City Hall
200 E. Broadway
Hobbs, NM 88240

Prepared By :

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243
Phone: 941-355-2971
Fax: 941-359-7985

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Section 1 – Business Profile

1.1 Background and Capabilities

Evoqua Water Technologies is a recognized leader in the development of innovative products for the control of odors in wastewater collection and treatment systems. Evoqua established a revolutionary hydrogen sulfide control product in 1978 with the development of Odophos®. With the introduction of Bioxide®, the Poly-Stage® Air Scrubber Systems and various other products and services, Evoqua has developed the only complete selection of odor control solutions for sewer systems and industry. These products offer alternative approaches to the total odor control problem making Evoqua the company with a solution for every odor control problem.

Davis Water and Waste Industries, Inc. was founded in 1938 and became an industry leader in the design, manufacture and distribution of products that help to meet the world demand for clean water. USFilter acquired Davis in 1996 and offers the world's most comprehensive range of technologies, products and services for water treatment, wastewater treatment, filtration and special separations, water management and resource recovery. In 2004, USFilter became part of Siemens. Siemens sold the water technologies business in 2013 to AEA Investors to form Evoqua Water Technologies. The size, strength, and reputation of Evoqua represents the guarantee that Evoqua will continue to provide thorough service, ethical business practice, effective products, and support after the sale. For more information, please refer to the Evoqua Water Technologies website: www.evoqua.com.

Currently, Evoqua provides odor/corrosion control services to over 500 municipal and industrial accounts nationwide from seven strategically located service centers. Evoqua employs an engineer staff, chemists, technicians, transportation personnel and managerial/support staff to meet the odor/corrosion control needs of our customers. Evoqua' line of odor and corrosion control products and services includes the following products.

1.2 Product and Service Summary

LIQUID PHASE TREATMENT

1. **OdoFree®/Odophos®** - aqueous solutions of ferric-ferrous sulfate (OdoFree) and ferrous sulfate (Odophos) which treat dissolved hydrogen sulfide in force mains/gravity interceptors via metering at established dosage rates into key pump station locations.
2. **Advanced Dosing Controllers** – an assortment of PLC based controllers that utilize proprietary dosing models to optimally dose Evoqua's liquid phase odor control products.
3. **Bioxide®** - a patented process developed by Evoqua to biochemically treat dissolved hydrogen sulfide and other odor compounds produced in the wastewater under septic conditions. Primarily used in long detention time force mains via metering treatment solution at pump stations.
4. **Alkagen®** - a calcium hydroxide solution that shifts the pH of the wastewater. By increasing the wastewater pH to 8.5 – 9.0, the sulfide equilibrium is shifted toward the ionic sulfide species, which cannot be released to the vapor phase. Like other pH shift technologies (such as sodium hydroxide or magnesium hydroxide), this product does not remove all sulfide from solution, but rather it keeps the sulfide in solution as an ionic sulfide species.
5. **AQuit®** - a patented biochemical process that prevents dissolved sulfide formation in wastewater which contains no pre-existing sulfides. Treatment solution is metered into mains at the pump stations.
6. **Bioxide-AQ®** - combines the Bioxide® Process for dissolved sulfide removal with the patented AQuit® Process for dissolved sulfide prevention.
7. **Bioxide-AE®** - a patented process developed by Evoqua to biochemically treat dissolved hydrogen sulfide and other odor compounds produced in the wastewater under septic conditions. Bioxide-AE® uses an enhanced prevention mechanism along with the proven Bioxide® removal process to economically treat reduced sulfur compounds. Primarily used in long detention time force mains via metering a singular or dual treatment solutions at pump stations.

8. **Hydrogen Peroxide** – an oxidizing solution used for chemical oxidation of odor causing compounds in liquid-phase applications.
9. **Sodium Chlorite** – an oxidizing solution used for chemical oxidation of odor causing compounds in liquid-phase and biosolids applications.
10. **Chemical Feed and Storage Systems** – complete storage and metering equipment for Odophos®, OdoFree®, Bioxide®, AQuit®, Bioxide-AQ®, Bioxide-AE®, Sodium Chlorite and Hydrogen Peroxide applications as well as other chemical storage and feed needs.
11. **Hydrogen Sulfide Sensor Recorder Controller** - using microprocessor technology and airborne sensors, this system quantitatively measures H₂S levels and accurately meters chemicals to control H₂S and other organic odors. This unit can be utilized with a scrubber system or as a stand alone atmospheric monitor.
12. **Remote Level Monitoring** – Tank level monitors that report via cell modem to a central database. Tank level information is available on the Evoqua' website at no additional cost.
13. **Vaporlink® Monitors** – The VaporLink® monitor is a hydrogen sulfide data-logging instrument equipped with a cellular modem that communicates the logged data to Evoqua's Link2Site® Website. This capability allows remote access to site specific data from any location with an internet connection.

VAPOR PHASE TREATMENT

1. **Wet Air Scrubbers-** a complete line of wet air scrubbers used to treat typical wastewater odorous gas emissions. These gas phase treatment products achieve continuous odor control under varying conditions with optimum chemical savings. Each system is designed by Evoqua' technical staff to meet the odor control requirements of the application.
2. **Biofilters** – unique, modular biofiltration system. This vapor phase treatment technology uses no chemicals and provides complete or added odor control using natural biological organisms. Most applicable when space constraints are an issue. Engineered media and an enclosed design ensure predictable, long, reliable service life.
3. **Carbon Adsorption Systems** – using a variety of carbon types selected to meet the needs of individual applications, these systems provide complete, reliable odor control in cases where VOCs and complex organic odors are a problem. MIDAS® Odor Control Media (OCM) by Evoqua provides exceptional sulfide loading capacity which leads to prolonged life of the bed. Requires minimal maintenance.

In addition to providing the products listed above, Evoqua provides complete technical support (including odor data collection, treatment demonstrations, analytical testing, investigation of odor complaints, and ongoing service of treatment equipment) in evaluating and treating odor/corrosion problems. In order to insure customers are serviced in a timely and professional manner, Evoqua has invested substantially in modern manufacturing and distribution systems that include:

- A. Regional warehousing, production, and distribution facilities to insure quality products and timely deliveries for all customers.
- B. State of the art production facilities capable of producing all Evoqua chemical feed and scrubber systems to insure customers receive quality treatment equipment customized for their particular needs.
- C. A control panel manufacturing facility that has been certified by Underwriters Laboratories to produce "UL Listed" panels, ensuring the highest level of quality and safety for electrical controls associated with Evoqua systems.
- D. An integrated MIS based equipment/parts inventory that insures Evoqua can supply customers with repair/replacement parts or equipment within hours.

Also, Evoqua employs substantial technical resources to evaluate odor/corrosion problems and design/install/service our treatment systems that include:

- A. Engineering and Product Development departments comprised of engineers, chemists, service managers and technicians with over 200 years combined wastewater and odor/corrosion control experience to insure effective solutions are achieved for all types of odor/corrosion problems.
- B. Analytical Laboratory services available through our certified facility in Rothschild, WI. Insures product quality and supports any product application testing.
- C. An experienced team of equipment installation and service personnel to insure each treatment system is installed and operated to Evoqua' high standards. Service staff tenure at Evoqua averages more than ten (10) years.

Evoqua employees are trained in the use of industry accepted methods for field testing sulfide (total and dissolved) and nitrate (nitrate nitrogen) in wastewater. Evoqua uses the following test methods to determine the effectiveness of the Bioxide® chemical application:

- 1- Sulfide Test Kit, LaMotte Model 4630. Pomeroy methylene blue method. Sulfide field test kit that is capable of measuring dissolved sulfide less than 0.1 mg/L.
- 1- Nitrate Test Kit, Hach Model NI-14. Nitrate field test kit that is capable of measuring nitrate nitrogen less than 0.1 mg/L

1.3 Key Personnel

The following "key personnel" are available to offer professional assistance to this project:

- 1. Lee Kainer – District Manager - West Region
- 2. Ronny Taylor – Service Center Manager - Western Region
- 3. Thomas Wilson – Vice President and General Manager
- 4. Mike Murphy – Engineering Manager/Applications
- 5. Calvin Horst – Product Manager
- 6. Methelyn Murphy – Applications Engineer
- 7. Danielle Arney – Product Chemist
- 8. Tyler Neuberger – Service Technician

1.4 System Background

Evoqua completed system surveys in 2002. Refer to the data below from a survey Evoqua performed in October of 2002. A new survey to validate the data in Table 1 is proposed if Evoqua is chosen as the odor control supplier.

<u>Location</u>	<u>Results</u>	<u>Time</u>
Influent weir	Zero sulfide	7:15 am
H ₂ O ₂ junction box (mix grab; H ₂ O ₂ off)	3.5 mg/L sulfide	7:25 am
H ₂ O ₂ junction box; west line	3.2 mg/L sulfide	7:30 am
H ₂ O ₂ junction box; center line	4.0 mg/L sulfide	7:32 am
H ₂ O ₂ junction box; east line	3.5 mg/L sulfide	7:35 am
HIAP lift station	Oil covered well	8:05 am
Halliburton wet well	Zero	8:20 am
Manhole at east side of Hospital	2.5 mg/L sulfide	8:25 am
Manhole at Bulldog, Inc.	1.0 mg/L sulfide	8:35 am
North lift station	2.5 mg/L sulfide	9:15 am
Carlsbad lift station	2.0 mg/L sulfide	9:35 am

Table 1 – Collection System Data (Data collected 10/08/02)

Table 2 lists a summary of system data:

System Attributes	Parameter
Overall WWTP Flow	3.1 MGD
Number Lift Stations	4
Trunk Lines	6
Trunk C Flowrate	0.92 MGD
Trunk C Length	4 miles
Trunk C H2S untreated @ control	299 ppm
Trunk C Diameter 15"	1.5 miles
Trunk C Diameter 18"	2.5 miles
Retention Time	~ 5 hrs

Table 2 – System Data

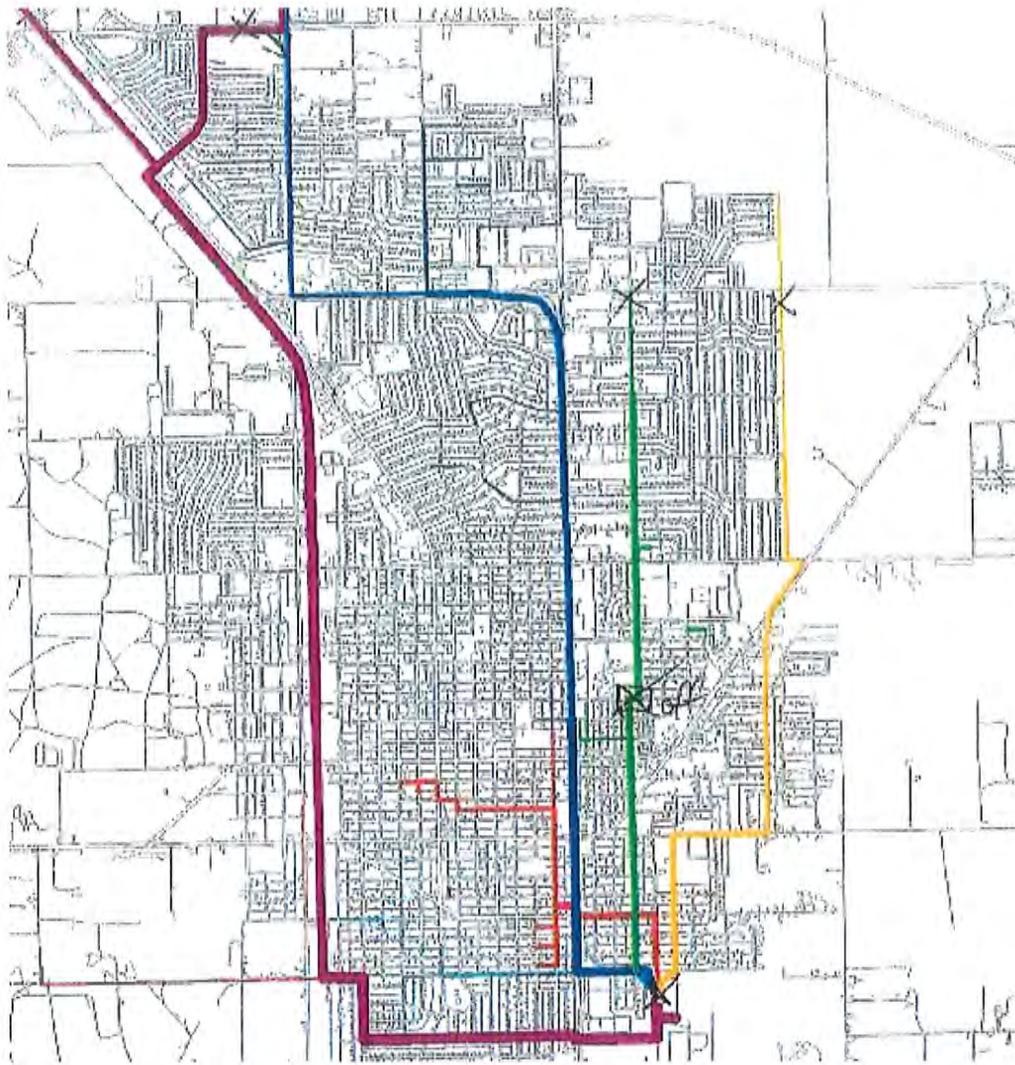


Figure 1 – Overhead Schematic

1.5 Treatment Objectives

The following treatment objectives were listed in the RFP document:

1. Reduce hydrogen sulfide at the Dal Paso & White manhole to below 10 ppm hydrogen sulfide concentration in air.

1.6 Product Recommendation

A successful trial with Bioxide® was completed (please see attached case study in Addendum B). Bioxide® is a non-hazardous product designed to prevent hydrogen sulfide in gravity wastewater collection systems. Bioxide® also can prevent and remove hydrogen sulfide formation in the pressurized force main system.

2.0 RECORD OF PERFORMANCE

Request for Proposal No. 534-22
Hobbs, NM – August 2022

Albuquerque, NM

Matthew DeBaca 505.873.7023

Treating approximately 40 MGD of the total 45 MGD flow. Albuquerque, NM has tried many products over the years, including Hydrogen Peroxide without much success. At present, Evoqua is feeding Bioxide® at five locations throughout the City and meeting the odor and corrosion program goals established by the Authority. Evoqua is feeding Bioxide® directly into gravity interceptor lines, vacuum stations, & lift stations.

Rio Rancho, NM

Eddie DeLara (OMI) 505.975.1569

Presently feeding Bioxide® at three lift stations in the Rio Rancho, NM City limits. Rio Rancho/OMI was looking for the most cost-effective product to control H₂S with limited side effects to the WWTP & collection system. Bioxide® was chosen over Hydrogen Peroxide, Potassium Permanganate, Sodium Hypochlorite, & Ferrous Chloride. The Bioxide program is meeting all established odor control goals established by the City.

Dona Ana County, NM

Mireya Carnero 575.621.5084

Presently feeding Bioxide® throughout the collection system to treat the entire 2.1 MGD flow going into the WWTP. At present, Evoqua is feeding Bioxide® at seven locations throughout the collection system and the program meets all established odor control goals established by the County. Evoqua is feeding Bioxide® directly into gravity interceptor lines & lift stations.

A case study documenting Evoqua's record of performance with the City of Hobbs can be found in Appendix B

3.0 CHEMICAL AND DELIVERY SYSTEM SPECIFICATIONS

3.1 SDS – See Appendix A

3.2 BIOXIDE® Data

Per our understanding the City desires non-hazardous odor control treatment for their system. Evoqua recommends Bioxide®, a non-hazardous chemical, for odor control in their treatment system. Bioxide® is a proprietary product manufactured and sold only by Evoqua. Bioxide® is used for the elimination of odors associated with reduced sulfur compounds in wastewater systems. The product is non-hazardous and is very safe to use and store. In fact, Bioxide® is the only leading method of sulfide control not listed on the U.S.E.P.A.'s CERCLA list of hazardous materials. Bioxide® is a registered trademark owned by Evoqua.

3.3 Product Feed and Storage System Summary

Scope of equipment to be provided includes:

<u>Quantity</u>	<u>Item</u>
1-	5,250 Nominal Gallon High-Density Cross-Linked Polyethylene Chemical Storage Tank, Double Wall (9'11" Diameter, 12'10" Tall)
1-	Complete UL Approved, Stainless Steel Control and Calibration Unit to Independently Control Two Feed Pumps. The Control Unit shall consist of: <ul style="list-style-type: none">2- 24-Hour Time Clocks1- 316 SS Control Enclosure1- 15 Amp Circuit Breaker, 115 volt1- Ground Fault Convenience Receptacle5- On/Off Switches with LED Indicator Lights1- Calibration Cylinder with Flow Control Valves2- Dry Contact to Receive Signal from Remote Source1- Internal heater1- Cooling fan
2-	M-15907-001 Bellows Pumps with an adjustable feed rate from 5 to 50 mL/min and a maximum discharge pressure of 40 psi
1-	Single Wall Piping Kit shall Consist of: <ul style="list-style-type: none">40 ft- ½" Schedule 80 PVC Pipe.1- ½" schedule 80 PVC pipe fittings for suction line40 ft- 2" Schedule 80 PVC Pipe1- 2" Schedule 80 PVC pipe fittings for fill line.1- 2" Stainless Steel Male Camlock1- 2" Plastic Female Camlock Cap
1-	GSM Prophet PRESSURE Transducing Sensor for remote tank level monitoring
1-	VaporLink® Remote H ₂ S Monitoring device. Evoqua shall be responsible for the calibration and deployment of the VaporLink® unit.
1-	VaporLink® Antenna Kit which shall consist of: <ul style="list-style-type: none">1- VaporLink® Signal Booster1- VaporLink® Antenna1- SIM Card
1-	All necessary piping and fittings for the installation

Notes:

1. 120 VAC, 15 Amp Electrical Service Required For System Operation.
2. Chemical re-supply method is by 4,000 gallon (60 ft.) tanker truck.
3. Anticipated frequency is every 1-2 months.
4. Evoqua is the chemical delivery system manufacturer.
5. Response to repairs will be done within 48 hours.

Figure 1 shows a schematic of the system to be provided:

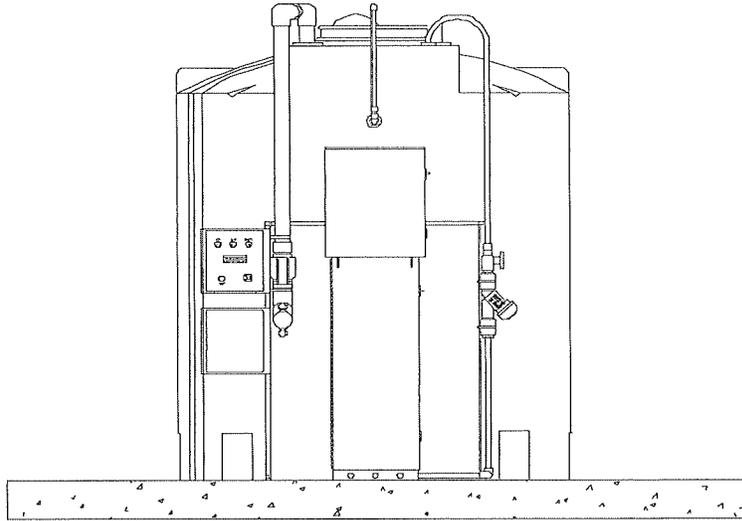


Figure 1 – Standard Chemical Feed System (Reference only)

Figure 2 shows a calibration and control unit.

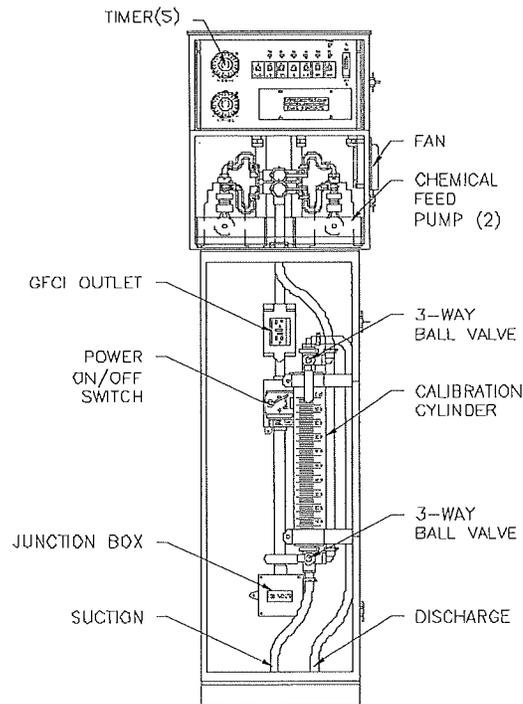


Figure 2 – Calibration and Control Unit

3.4 Remote Monitoring Capabilities

Remote Tank Level Monitoring and Remote Feed Rate Adjustment

Evoqua can provide tank level monitors that shall communicate at least once per day with an internet server to upload the tank level. Tank level information and feed rates are trended over time and available for viewing by the City. Each tank level indication assembly will include a cellular modem for wireless communications.

Remote Hydrogen Sulfide Monitoring for Control Points

Upon request, Evoqua can deploy VaporLink® remote monitoring devices at designated control points to monitor real-time atmospheric hydrogen sulfide data. The VaporLink® monitor is a hydrogen sulfide data-logging instrument, equipped with a cellular modem that communicates the logged data to Evoqua's Link2Site® Website. This capability allows remote access to site specific data from any location with an internet connection. The VaporLink® monitor can be programmed to log as frequently as once a second, or as infrequently as once an hour. Logged data can be transmitted to the Link2Site® interface hourly, once every 4 hours, or once a day. The VaporLink® monitor can also send instantaneous alarms when the hydrogen sulfide concentration exceeds the high level or average alarm set point, or when the gas concentration is less than the low level alarm set point. The system also includes an alarm to replace the VaporLink® monitor and a low battery alarm

Link2Site® - Online Accessibility

Evoqua consolidates level monitoring, VaporLink H₂S data and other site information together on a single website called Link2Site®. The City will be provided with access to this website for monitoring. This will provide the City with instant access to the relevant project data and will provide for a better overall operation, increased response time, troubleshooting etc.

4.0 PRICE SUMMARY

Evoqua will provide the above listed equipment for odor treatment along Trunk C. Projected costs are as follows:

- | | |
|---|------------------------------------|
| 1. Cost to provide and install equipment: | Provided with purchase of Bioxide® |
| 2. Annual equipment lease: | Provided with purchase of Bioxide® |
| 3. Annual PM and repair fee: | Provided with purchase of Bioxide® |
| 4. Chemical costs, including delivery fees: | \$5.37/gallon |
| 5. Annual testing fees (as needed): | Provided with purchase of Bioxide® |
| 6. Projected total annual cost: | \$1.05/1000 gallons treated* |

Note (*): Projected annual cost is based on current annual costs. 2021-22 Bioxide usage was approximately 65,399 gallons.

5.0 REFERENCES

Request for Proposal No. 534-22
Hobbs, NM – August 2022

- 1) Albuquerque Bernalillo County Water Utility Authority
Mark S. Holstad, PE
Collection Systems Manager – Field Division
Office: 505.289.3450
Email: mholstad@abcwua.org

We have been providing patented services & products to control hydrogen sulfide along with other odorous compounds to reduce/prevent corrosion in their collection system for the past 18 years.

- 2) Jacobs - Rio Rancho, NM
Eddie Delara
Operations Manager
Office: 505.891.5022
Email: Edward.delara@jacobs.com

We have been providing patented services & products to control hydrogen sulfide along with other odorous compounds to reduce/prevent corrosion in their collection system for the past 15 years.

- 3) Dona Ana County, NM Utilities
Mireya Carnero
Assistant Ops Manager
Office: 575.621.5084
Email: mireyac@donaanacounty.org

We have been providing patented services & products to control hydrogen sulfide along with other odorous compounds to reduce/prevent corrosion in their collection system for the past 15 years.

6.0 RESIDENT BIDDER / VETERANS PREFERENCE

Request for Proposal No. 534-22
Hobbs, NM – August 2022

Evoqua Water Technologies is not a New Mexico resident business nor a New Mexico Veteran business or contractor.

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Bioxide[®], Bioxide[®] AE

1.2. Recommended use and restrictions on use

Recommended use : Water treatment chemicals
Restrictions on use : None known

1.3. Supplier

Evoqua Water Technologies
210 Sixth Avenue Suite 3300
Pittsburgh, PA 15222
T 724-772-0044
information@evoqua.com

1.4. Emergency telephone number

US and Canada : 800-704-9215
International : +1-360-256-7365

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Acute toxicity (oral) Category 4	H302	Harmful if swallowed
Serious eye damage/eye irritation Category 1	H318	Causes serious eye damage

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H302 - Harmful if swallowed
H318 - Causes serious eye damage

Precautionary statements (GHS US) :

P264 - Wash hands, forearms and face thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P301+P312 - If swallowed: Call a poison center or doctor if you feel unwell.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a poison center or doctor.
P330 - Rinse mouth.
P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Name	Product identifier	%	GHS US classification
Ammonium calcium nitrate double salt	(CAS-No.) 15245-12-2	50 – 60	Acute Tox. 4 (Oral), H302 Eye Dam. 1, H318

*Chemical name, CAS number and/or exact concentration have been withheld as a trade secret

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
- First-aid measures after skin contact : Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician immediately.
- First-aid measures after ingestion : Rinse mouth. Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Serious damage to eyes.
- Symptoms/effects after ingestion : May be harmful if swallowed.

4.3. Immediate medical attention and special treatment, if necessary

No additional information available

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.
- Unsuitable extinguishing media : Not determined.

5.2. Specific hazards arising from the chemical

No additional information available

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Exercise caution when fighting any chemical fire.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Avoid contact with skin and eyes. Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

No additional information available

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Shovel or sweep up and put in a closed container for disposal.
- Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Ensure good ventilation of the work station. Avoid contact with skin and eyes. Wear personal protective equipment.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool. Rinse empty containers with water.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Bioxide[®], Bioxide[®] AE
No additional information available
Ammonium calcium nitrate double salt (15245-12-2)
No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Chemical goggles or safety glasses. Eye protection, including both chemical splash goggles and face shield, must be worn when possibility exists for eye contact due to spraying liquid or airborne particles

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: Clear
Color	: Colorless to tan
Odor	: odorless
Odor threshold	: No data available
pH	: 4 – 8
Melting point	: Not applicable
Freezing point	: -34°C (-30°F)
Boiling point	: 103 – 105°C
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Not applicable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 1.42 – 1.48 @ 20°C
Solubility	: Soluble
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
Explosive properties	: No data available

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Oxidizing properties : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

If allowed to dry, product residue is incompatible with flammable organic materials, reducing agents, and chlorine or hypochlorite products.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced. On combustion, forms: carbon oxides (CO and CO₂).

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Harmful if swallowed.

Acute toxicity (dermal) : Not classified

Acute toxicity (inhalation) : Not classified

ATE US (oral)	500 mg/kg body weight
---------------	-----------------------

Ammonium calcium nitrate double salt (15245-12-2)	
LD50 oral rat	300 – 2000 mg/kg
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	300 mg/kg body weight

Skin corrosion/irritation : Not classified

pH: 4 – 8

Serious eye damage/irritation : Causes serious eye damage.

pH: 4 – 8

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

STOT-single exposure : Not classified

STOT-repeated exposure : Not classified

Aspiration hazard : Not classified

Viscosity, kinematic : No data available

Symptoms/effects after eye contact : Serious damage to eyes.

Symptoms/effects after ingestion : May be harmful if swallowed.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

12.2. Persistence and degradability

No additional information available

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.
Product/Packaging disposal recommendations : Triple rinse empty containers with water prior to reconditioning.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not applicable

Transport by sea

Not applicable

Air transport

Not applicable

SECTION 15: Regulatory information

15.1. US Federal regulations

Bioxide[®], Bioxide[®] AE

SARA Section 311/312 Hazard Classes

Health hazard - Acute toxicity (any route of exposure)
Health hazard - Serious eye damage or eye irritation

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

This product or mixture is not known to contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the Canadian NDSL (Non-Domestic Substances List)

EU-Regulations

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

National regulations

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

Bioxide[®], Bioxide[®] AE

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15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 12/30/2021

Full text of H-phrases:

H302	Harmful if swallowed
H318	Causes serious eye damage

SDS US (GHS HazCom 2012)

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable

**Optimization of Bioxide Feed to a Gravity Trunk Line for H₂S Odor Control
Stone Elementary School Pump Station**

September 22, 2016

Executive Summary

The purpose of this case study is to:

1. Provide an overview of the use of Bioxide for odor control in a municipal wastewater gravity trunk line.
2. Demonstrate a systematic approach to optimizing a standard duplex odor control application in a typical wastewater gravity trunk line remotely through a collaborative effort with the end user.
3. Develop guidelines for applying Bioxide® in similar applications.
4. Provide a resource for similar future applications.

Conclusions drawn from this case study are as follow:

1. A Bioxide dose rate of rate of 100 gpd resulted in an average hydrogen sulfide concentration of 472.8 ppm with peaks to 992.0 ppm at the Elementary School monitoring point.
2. A Bioxide dose of 100 gpd was not able to achieve the established control goal of less than 200 ppm on average at the Elementary School monitoring point.
3. A reasonable estimation of retention time in a gravity trunk line can be determined using the expected wastewater velocity and trunk length to the point of interest.
4. A one day rain event total 0.06 inches on August 30th didn't result in an appreciable decrease in the hydrogen sulfide concentration at the monitoring point.
5. A total daily Bioxide dose of 189 gpd resulted in an average hydrogen sulfide concentration of 107.8 ppm with peaks to 347.0 ppm.
6. A Bioxide dose rate of 189 gpd was able to meet the established control goal of less than 200 ppm on average at the Elementary School monitoring point.

Background

The City of Hobbs New Mexico Collection System serves a population of approximately 35,000 residents and conveys an average volume of 3.1 MGD to one central wastewater treatment facility. The collection system consists of six (6) main gravity trunk lines, identified as A through F, and four (4) lift stations. Sulfide generation is exacerbated in these lines due to being oversized relative to the total flow each conveys. The greatest atmospheric sulfide concentrations have been observed in Trunk Line C where turbulent conditions exist at certain points in the line. Trunk Line C is approximately 4 miles long, conveying 0.92 MGD of wastewater through varying diameters of 15" and 18" gravity line. This application was designed to reduce odors in the headspace of the Dal Paso and White manhole to 10 ppm on average. Due to the difficulty of monitoring that location a correlation was made to relate the hydrogen sulfide concentration to a point 3.5 miles downstream from the application point. This secondary monitoring point is referred to as the "Elementary School" and is monitored via Vapor link. The City of Hobbs has determined that an average

hydrogen sulfide concentration of 200 ppm measured at the Elementary School monitoring point correlates to a hydrogen sulfide concentration of 10 ppm on average at the Dal Paso and White manhole.

Application

Trunk Line C is treated using Bioxide solution administered via a standard stainless steel duplex chemical feed cabinet. Treatment of Trunk Line C was initially optimized at approximately 100 gpd. However hydrogen sulfide loadings began to increase and re-optimization became necessary. The table below is a summary of the collection system parameters considered for this optimization.

System Attributes	Parameter
Trunk C Flowrate	0.92 MGD
Trunk C Length	4 miles
Trunk C Diameter 15"	1.5 miles
Trunk C Diameter 18"	2.5 miles
Distance to monitoring point	~3.5 miles
Wastewater velocity	1 fps
Trunk C Retention Time	~ 5.8 hrs
Retention Time to Monitoring Point	~ 5 hrs

The optimization was coordinated through the City of Hobbs with dose change recommendations being made based on the hydrogen sulfide concentration measured at the Elementary School monitoring point.

Results

8/16 – 823

The initial Bioxide feed rate established at 100 gpd using 1 pump for 24 hours. This dose scheme resulted in an average hydrogen sulfide concentration of 472.8 with peaks to 992.0 ppm. The level of control is shown in Figure 1 below.

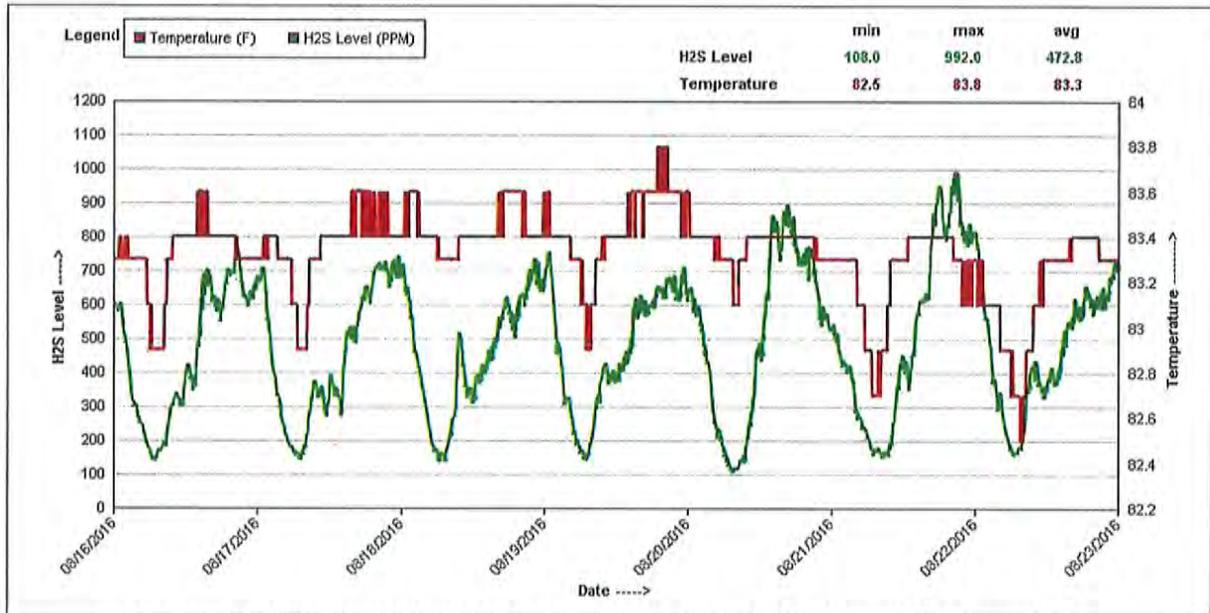


Figure 1 - Elementary School hydrogen sulfide concentration August 16 - August 23

8/24 – 8/29

On 8/24, prior to involving Evoqua in the optimization process, the daily feed rate was increased to 127 gpd using 1 pump for 24 hours. The following day Evoqua recommended operating pump 2 on a timer to reduce the observed hydrogen sulfide peaks at the Elementary School monitoring point.

Based on a waste water velocity of 1 fps and a distance of approximately 3.5 miles from the application point to the monitoring point an average retention time of 5 hours was determined. Evoqua recommended starting pump two 5 hours prior to the observed hydrogen sulfide increase at the Elementary School monitoring point. On 8/24 for the period from 4:30 AM to 9:55 AM the observed hydrogen sulfide concentration was less than 200 ppm. The recommendation was made to run the second metering pump in timer mode at a dose rate of 260 ml/min starting at 8 AM and stopping at 11 PM. This dose adjustment was made on 8/25. The total daily Bioxide dose recommended was 189 gpd.

The hydrogen sulfide concentration at the Elementary School monitoring point was monitored 8/23 through 8/27 to observe the control effect of this dose scheme. The daily Hydrogen sulfide data was overlaid day to day to monitor for variations in the control effect with days 4 and 5 being the only days at the new feed rate. This overlay is shown as Figure 2 below.

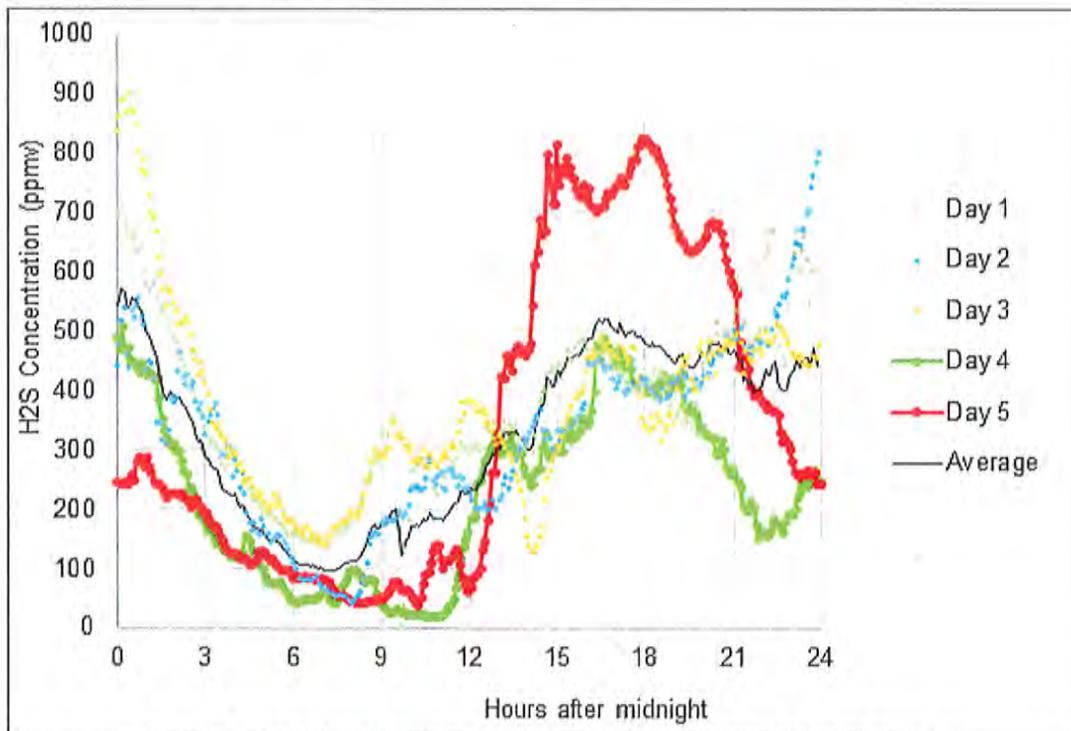


Figure 2 - 5 day hydrogen sulfide concentration overlay, 189 gpd Bioxide

A slight decrease in the hydrogen sulfide concentration was observed starting around 7 PM on Friday 8/26 however the hydrogen sulfide concentration increased on Saturday 8/27 nearly 50% over the previously observed values.

Link 2 Site tank level monitoring showed the daily tank drop on Saturday 8/27 to be 144 gallons versus the established dose rate of 189 gpd. On Monday 8/29 a representative from The City of Hobbs verified the calibration and operation of both feed pumps. Both pumps were reported to be operating properly and no dose adjustments were made.

8/30 – 9/1

Figure 3 below shows the hydrogen sulfide data collected at the Elementary School monitoring point 8/30 through 9/1.

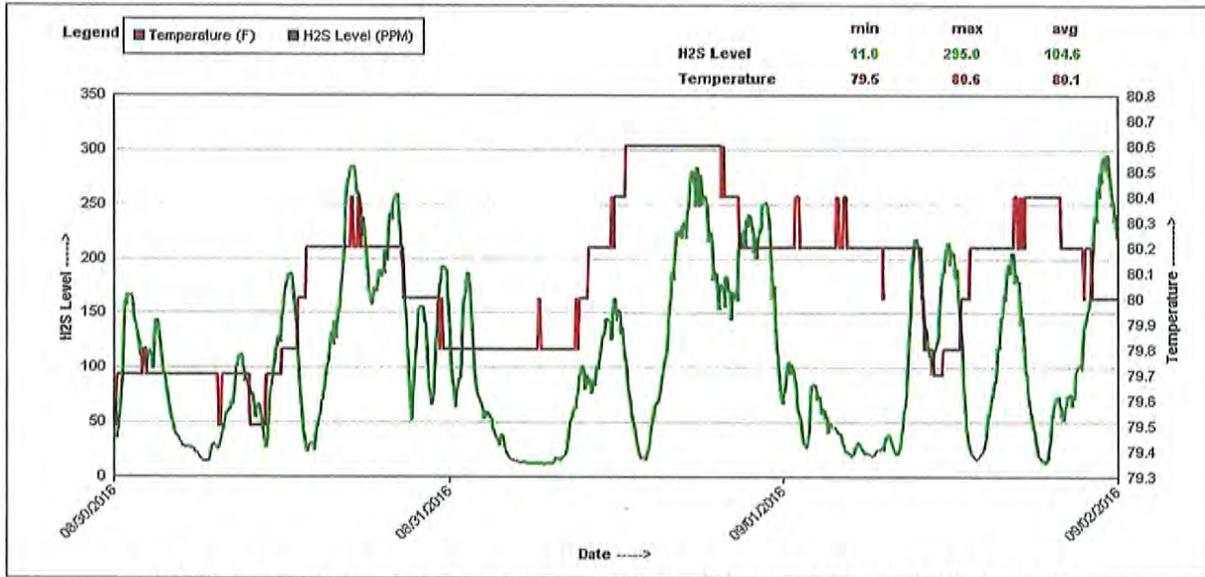


Figure 3 - Elementary School hydrogen sulfide data August 30 through September 1

The peak measured hydrogen sulfide concentration during this period was 295 ppm and the three day average concentration was 104.6 ppm. Due to a rain event on August 30th totaling 0.06 inches, the City of Hobbs requested that we continue monitoring the hydrogen sulfide concentration at the Elementary School monitoring point to verify the level of control under more typical conditions.

9/1 – 9/7

Figure 4 below shows the hydrogen sulfide concentration measured at the Elementary School monitoring point for the period from 9/1 through 9/7.

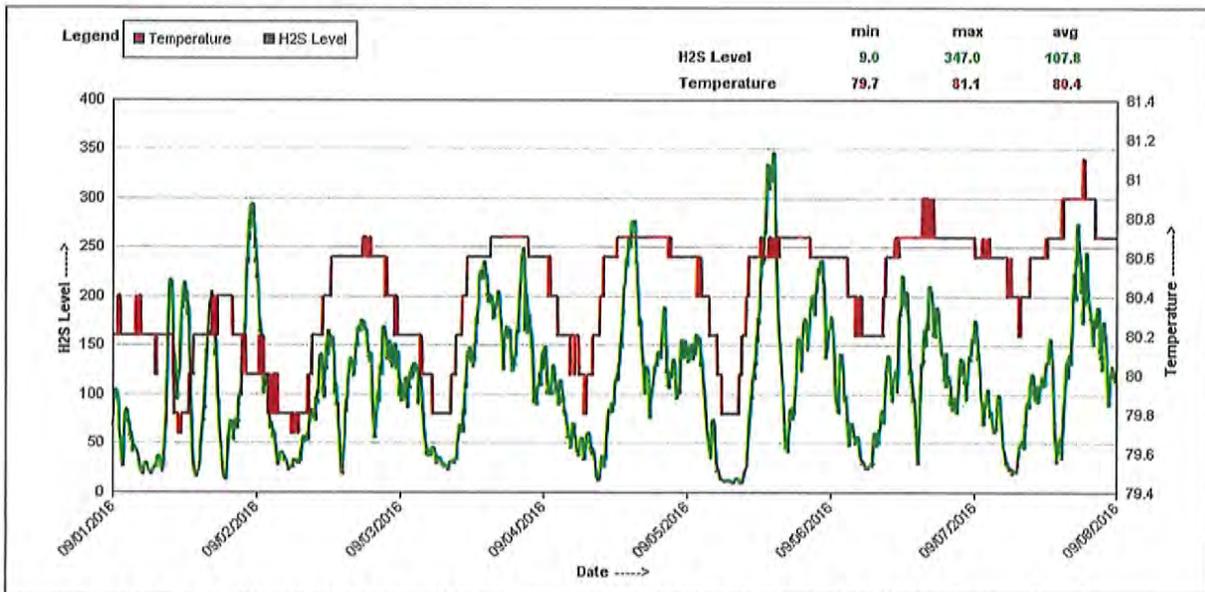


Figure 4 - Elementary School hydrogen sulfide data September 1 through September 7

The peak hydrogen sulfide concentration measured from the period of September 1 through September 7 was 347 ppm and the 7 day average hydrogen sulfide concentration 107.8 ppm.

Conclusions

1. A Bioxide dose rate of rate of 100 gpd resulted in an average hydrogen sulfide concentration of 472.8 ppm with peaks to 992.0 ppm at the Elementary School monitoring point.
2. A Bioxide dose of 100 gpd was not able to achieve the established control goal of less than 200 ppm on average at the Elementary School monitoring point.
3. A reasonable estimation of retention time in a gravity trunk line can be determined using the expected wastewater velocity and trunk length to the point of interest.
4. A one day rain event total 0.06 inches on August 30th didn't result in an appreciable decrease in the hydrogen sulfide concentration at the monitoring point.
5. A total daily Bioxide dose of 189 gpd resulted in an average hydrogen sulfide concentration of 107.8 ppm with peaks to 347.0 ppm.
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