



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

Monday, November 18, 2024 - 6:00 PM

	Sam D. Cobb, Mayor	
R. Finn Smith Commissioner - District 1	Christopher R. Mills Commissioner - District 2	Larron B. Fields Commissioner - District 3
Joseph D. Calderón Commissioner - District 4	Dwayne Penick Commissioner - District 5	Don R. Gerth Commissioner - District 6

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
View Online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the November 4, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the November 4, 2024, Commission Work Session (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

3. Proclamation Proclaiming Saturday, November 30, 2024, as "SMALL BUSINESS SATURDAY" in Support of Local Small Businesses (*Sam Cobb, Mayor*)
4. Proclamation Proclaiming the Month of November, 2024, as "NATIONAL LUNG CANCER AWARENESS MONTH" (*Sam Cobb, Mayor*)
5. Recognition of City Employees - Milestone Service Awards for the Month of November, 2024 (*Manny Gomez, City Manager*)
 - 5 years - John Kunko, Utilities Department
 - 5 years - Alisha Johnson, Utilities Department
 - 10 years - Rosianna Owens, Recreation Department
 - 15 years - Undra Choice, Utilities Department
 - 15 years - Laura Aguirre, Hobbs Police Department
 - 15 years - Dustin Corley, Hobbs Fire Department

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

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

6. Resolution No. 7568 - Approving a One-Year Extension of the Professional Services Agreement with Luke Otero for Lobbying Services (*Valerie Chacon, City Attorney*)
7. Resolution No. 7569 - Approving a One-Year Extension of the Professional Services Agreement with Cambiar Consulting, LLC, for Lobbying Services (*Valerie Chacon, City Attorney*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. FINAL ADOPTION: Ordinance No. 1163 - Annexation for the Proposed Expansion of Zia RVillas RV Park Located Off of Lovington Highway (*Todd Randall, Assistant City Manager*)

9. Consideration of Approval of Amendment No. 1 to the Memorandum of Agreement between the New Mexico Energy, Minerals, and Natural Resources Department and the City of Hobbs (*Mark Doporto, Fire Chief*)
10. Consideration of Approval of the Purchase of Materials and Freight from Fire Facilities, Inc., in the Amount of \$993,231.00. Using HGAC Contract Pricing for the Construction of the Commissioner Model Training Tower (*Mark Doporto, Fire Chief*)
11. Resolution No. 7570 - Rescinding Condemnation on Certain Properties Previously Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort, Health and Safety (*Jessica Silva, Community Services Superintendent, Amber Leija, Assistant City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, December 2, 2024, at 6:00 p.m.
- Monday, December 16, 2024, at 6:00 p.m.

ADJOURNMENT

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



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Minutes of the November 4, 2024, Regular Commission Meeting

DEPT OF ORIGIN:

DATE SUBMITTED: 11/5/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the November 4, 2024, Regular Commission Meeting.

Fiscal Impact:

N/A

Attachments:

November 4, 2024 - Minutes

Recommendation:

Motion to approve.

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Monday, November 4, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Absent: Commissioner Dwayne Penick

Also present: Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Marina Barrientes, Police Captain
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Chris Henry, Battalion Chief
Adam Marinovich, Fire Captain Inspector
Tony Alarcon, Fire Inspector
Bobby Arther, Municipal Judge
Toby Spears, Finance Director
Anthony Henry, City Engineer
Chad Littlejohn, Marketing Coordinator
Nikki Lawless, Library Director
Tim Woomer, Utilities Director
Bryan Wagner, Parks and Open Spaces Director
Doug McDaniel, Recreation Director
Michael Hughes, Recreation Superintendent
Matt Hughes, Rockwind Superintendent
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Diana Campos, Human Resources Specialist
Susan Munoz, Human Resources Recruitment Specialist
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
29 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of October 7, 2024, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed November 10 - 16, 2024 as "NATIONAL NURSE PRACTITIONER WEEK". He recognized the countless contributions Nurse Practitioners have made over the past half century and will continue to make on behalf of the health and well-being of citizens in our state.

Mayor Cobb proclaimed the month of November, 2024, as "NATIONAL CARE AT HOME MONTH" and encouraged citizens to increase their understanding of home, hospice, and palliative care, discuss their healthcare with families, and observe this month with appropriate activities and programs.

Mayor Cobb proclaimed the week of November 4 - 8, 2024, as "MUNICIPAL COURT WEEK" and stated Municipal Courts play a significant role in preserving public safety and promoting quality of life in New Mexico. He presented the proclamation to Municipal Judge Bobby Arther and recognized Acting Municipal Judge Brian Belyeu and other staff members of the Hobbs Municipal Court.

Mayor Cobb proclaimed the week of November 3 - 9, 2024, as "NATIONAL ANIMAL SHELTER APPRECIATION WEEK". He recognized the Hobbs Animal Shelter and Code Enforcement Department for providing compassionate services to animals and people in our community.

Public Comments

Mr. Marcus Sparenberg, the 211 coordinator from United Way of Lea County, provided information about a new comprehensive winter assistance plan which ensures no citizen will go without essential support this winter. He explained the 211 program which will provide referrals and direct assistance with food, heating and emergency shelter resources. He stated there will be coordination with local shelters, warming centers, and local law enforcement to be certain there is adequate space for those needing immediate relief. He said United Way will also be working with community partners to distribute essential winter supplies such as blankets, coats and other winter

accessories. He invited members of the community to get involved by donating coats, blankets, and other necessities, or by volunteering with United Way. Mr. Sparenberg encouraged citizens to take advantage of the 211 option for any need that should arise in assisting our neighbors this season.

Consent Agenda

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

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

Resolution No. 7561 - Approving the FY 2025 DFA 1st Quarter (September 2024) Financial Report

Consideration of Approval of a Memorandum of Understanding Between the City of Hobbs and Lea County for the 2024 Edward Byrne Memorial Justice Assistance Grant Program in the Amount of \$23,930.00

Consideration of Approval of a Professional Services Agreement with EMS MC to Provide Third-Party EMS Billing Services Pursuant to RFP #552-25

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

Discussion

None.

Action Items

PUBLIC HEARING: Resolution No. 7562 - Regarding the Application of Mei's Foodie Hub, LLC, 1401 North Turner Street, Suite D-11, Hobbs, New Mexico, for the Sale of Beer and Wine

Ms. Valerie Chacon, City Attorney, stated the purpose of tonight's public hearing is to consider the application of Mei's Foodie Hub, LLC, for a beer and wine license at 1401 North Turner St. She stated this establishment has applied to the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division, and received preliminary approval for the issuance of a Restaurant "A" Liquor License at

1401 North Turner Street, Suite D-11, for the sale of beer and wine. The application was received by the City Clerk's Office on September 20, 2024. The City has duly published notice of the hearing in the Hobbs News-Sun.

Ms. Chacon asked if anyone was present at the public hearing regarding the application and Ms. Yumei Li, the owner of Mei's Foodie Hub, came forward to speak along with an interpreter, Ms. Yuan Zhao. No other members of the audience expressed interest in speaking.

Ms. Fletcher administered the witness oath to Ms. Zhao regarding the proper interpretation of the questions being asked.

Ms. Chacon asked a series of questions regarding the liquor license application submitted by Mei's Foodie Hub.

In response to Ms. Chacon's question, through her interpreter, Ms. Li stated she received preliminary approval from the New Mexico Regulation and Licensing Department for the license and the application is for beer and wine sale is for consumption only. Through her interpreter, Ms. Li stated the proposed location is at 1401 North Turner St. in Hobbs. Through her interpreter, Ms. Li stated the premises are not located within 300 feet of a school, church or military installation. Through her interpreter, Ms. Li stated she did receive a letter from the City and is aware there is no zoning in Hobbs. Ms. Li stated, through her interpreter, she is not aware of any facts or concerns that would affect the public health, safety, or morals of Hobbs if this license were to be approved.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7562 for issuance of the liquor license as requested. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Mayor Cobb thanked Ms. Li for her investment in the community and wished her luck in the new business.

PUBLIC HEARING: Resolution No. 7563 - Regarding the Application of Koi Asian Cuisine, 220 West Bender Blvd., Hobbs, New Mexico, for the Sale of Beer and Wine

Ms. Valerie Chacon, City Attorney, stated Sunflower Group, LLC, dba Koi Asian Cuisine, has applied to the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division, and received preliminary approval for the issuance of a Restaurant "A" Liquor License at 220 West Bender Blvd., Hobbs, New Mexico, for the sale of beer and wine. The application was received by the City Clerk's Office on October 1, 2024. The City has duly published notice of the hearing in the Hobbs News-Sun.

Ms. Chacon asked if anyone was present at the public hearing regarding the application and Mr. Kevin Liu, owner of Koi Asian Cuisine came forward. No other members of the audience expressed interest in speaking.

Ms. Fletcher administered the witness oath to Mr. Kevin Liu.

Ms. Chacon asked a series of questions regarding the liquor license application submitted by Koi Asian Cuisine.

In response to Ms. Chacon's question, Mr. Liu stated he received preliminary approval from the New Mexico Regulation and Licensing Department for the license and the application is for beer and wine sale is for consumption only. In response to Ms. Chacon's question, Mr. Liu stated the proposed location is at 220 West Bender in Hobbs. In response to Ms. Chacon's questions, Mr. Liu stated the premises is not within 300 feet of a school, church or military installation. In response to Ms. Chacon's question, Mr. Liu stated he received a letter from the City and is aware there is no zoning in Hobbs. In further response to Ms. Chacon's final question, Mr. Liu stated he is not aware of any facts or concerns that would affect the public health, safety, or morals of Hobbs if this license were to be approved.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7563 for issuance of the liquor license as requested. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Mayor Cobb thanked Mr. Liu for his investment in the community and wished him luck in the new business.

Resolution No. 7564 - Authorizing the City of Hobbs to Select 2025 Benefit Plan Offerings

Mr. Nicholas Goulet, Human Resources Director, stated as prepared by the City's Agent of Record - HUB International, the City of Hobbs has received an annual medical market survey report regarding medical, dental, life, disability and other insurance options for the upcoming 2025 calendar year. He introduced Ms. Katie Roth and Ms. Shawne Cihak with HUB International to explain and answer questions regarding this proposal. A PowerPoint presentation was used to cover the details of the proposed plan. Ms. Roth explained the following:

- Medical: If the City were to renew with the current (2024) medical plan insurance provider, Blue Cross Blue Shield (BCBS), the percentage increase to keep the same benefit coverage is approximately 30.6% or \$3,050,652.00 over last year. In the market comparison provided by HUB International, other medical insurers provided more competitive quotes. Allied Benefit Systems with the Aetna

network, Insurance Management Services with the OMNI network, and UMR through United Health Care and Surest with the Choice Plus network were all more competitive than the City's current medical insurance provider. UMR with the Surest option was the most competitive with an overall increase of 19.2% (based on calendar year) or \$1,918,547.00 over the current year provider (BCBS). Though this is still an increase for the coming year, the difference between UMR Surest and the BCBS option amounts to an overall projected savings of \$1,132,105.00. Choosing this option will result in a plan design change and will affect overall out-of-pocket maximum costs and other associated copay costs but will also offer a \$0 deductible. This selection will also remove the option of a high deductible health care plan option moving forward. This change will also reflect a change in the current stop-loss carrier and the addition of a laser approach to at least one current enrolled person. In previous years, the City had the ability to use reserves to offset the total increase. Those reserves have since been depleted. The current overall percentage increase for the medical plan is approximately 29% when comparing actual premium costs for the City/Employees last year versus the 2025 selection of the proposed vendor UMR Surest with United Health Care. The total projection of the medical plan cost to include claims, prescription costs, and stop-loss coverage is approximately \$11.9 million for the 2025 calendar year.

- Dental: Staff is proposing to change insurance vendors from Delta Dental to Ameritas in the 2025 calendar year. This change results in an overall savings for both the City and employees with proposed administrative fees. It keeps an extensive provide network intact. The annual savings in projected cost to the City are in the amount of \$28,351.00. This change will also provide the City with a 3-year rate guarantee.
- Vision: Staff is proposing to change insurance vendors to Ameritas, but to keep the VSP network. This employee paid benefit will see an annual reduction of approximately \$12,220.00. In addition, the new plan offers frame allowances every year versus the current allowances every two years with the current provider.
- Telemedicine: Staff recommends discontinuing Teladoc as the City's vendor for telemedicine as the UMR Surest provider listed above for medical coverage already has a built-in telemedicine component that includes both medical and mental health assistance. This change will result in an annual savings of approximately \$79,656.00.
- FSA: Staff recommends renewing with current vendor Chard Snyder for the City's flexible spending account management. Current tax savings realized by

the City pay for the administrative costs (approximately \$5,535.00) associated with this program.

- Hartford Insurance Products: Long-Term Disability, Supplemental Life Insurance, Critical Illness Insurance, Accident Insurance, and Hospital Indemnity Insurance These products are currently in a rate guarantee and there is no additional cost to the City as they are 100% paid for by the participant.
- Hartford: Short-Term Disability Insurance Staff recommends renewal through the Hartford as this product is in a rate guarantee with an approximate cost of \$29,420.00.

The total active and retiree medical insurance fund expenditure budget is approximately \$10,780,227.00. The total active and retiree medical insurance fund revenue budget is approximately \$9,620,259.00. The active medical insurance cash balance at September 30, 2024, is \$1,427,096.00. The retiree medical insurance cash balance at September 30, 2024, is \$6,266,824.00. The projected cost change to United Healthcare Surest is approximately \$11,777,983.00. An expenditure budget adjustment would need to be made in the amount of \$997,756.00 and a revenue budget adjustment would need to be made in the approximate amount of \$2,157,724.00.

In response to Commissioner Mills' question, Ms. Roth stated everything in the presentation is data directly from staff claims.

In reply to Commissioner Smith's question, Ms. Roth stated claims estimates are directly from Blue Cross Blue Shield.

Mr. Goulet explained the insurance market request and the difference in if they were to stay with their current provider, versus the provider they are proposing. Mr. Goulet summarized the proposal and stated staff recommends a vendor change from Blue Cross Blue Shield to UMR Surest through United Health Care for medical insurance coverage with stop-loss set at \$150,000.00; a vendor change from Delta Dental to Ameritas for dental insurance coverage; and a vendor change from VSP to Ameritas with a continuation of the VSP network for vision insurance coverage. Staff also recommends discontinuation of Teladoc as the new medical insurance provider has an option available at no additional cost, and the continuation of Chard Snyder as the FSA administrator. Staff recommends a renewal of all Hartford products for life and short-term and long-term disability insurance, accident insurance, critical illness insurance and hospital indemnity insurance.

In response to Mr. Fields question, Mr. Goulet stated it would cost more to see a doctor outside of network, but the good thing about this network, since it is a larger network, there would be multiple options of providers to choose from.

Mayor Cobb stated there needs to be a partnership between those that are in charge of the budget and those who are receiving services. If the City does not make wise choices when choosing and paying for the services received, it will come back in the form of a 30% increase next year for renewals.

Commissioner Smith inquired if all of Delta was included in the costs differences of the stop loss policies. In response to Commissioner Smith's inquiry, Ms. Roth stated the stop loss was included, and it was also the administration fee, which is now in the \$40.00 range compared to \$70.00. She stated this total is per employee, per month, and includes all dependents. There is a total savings of around \$300.00 per month in claims costs.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7564 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills no, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7565 - Proposing a Revision to the Employer/Employee Contribution Percentages of Health Care Premiums

Mr. Nicholas Goulet, Human Resources Director, stated the current benefit proposal for calendar year 2025 in the prior item recommended a vendor change from the current insurance provider, Blue Cross Blue Shield, to UMR Surest. This decision will result in a reduction of projected costs between the two vendors of approximately \$1,132,105. This decision will also impact the employees affected with greater individual costs as they source their healthcare in the coming year with variances in the cost of co-pays through doctor visits, labs, and emergency room visits. The employees will see increases in out-of-pocket maximums, moving from \$2,500.00 to \$5,000.00 for an individual and from \$7,500.00 for a family to \$10,000.00. To assist the employees with their overall cost for health care, staff is proposing a change in the current three-tier employer/employee contribution percentages.

Currently, if an employee earns below \$30,000.00 annually, the City pays 90% of the health care premiums and the employee pays the remaining 10%. If an employee earns over \$30,000.00 but under \$70,000.00 annually, the City pays 85% of the health care premiums and the employee pays the remaining 15%. If an employee earns over \$70,000.00 annually, the City pays 80% of the health care premiums and the employee pays the remaining 20%. As it stands today, there are 24 employees in the 90/10 tier, 272 employees in the 85/15 tier, and 98 employees in the 80/20 tier.

Staff is proposing the deletion of the 80/20 tier and the migration of all employees currently in that tier to the 85/15 tier, then a migration of all employees in the 85/15 tier

to the 90/10 tier. This would result in 296 employees in the 90/10 tier and 98 employees in the 85/15 tier. The cost of this proposed tier change is \$527,570.32.

Staff recommends the removal of the current three-tier benefit contribution system, and the implementation of a two-tier system based on an employees' annual salary when considering benefit contributions. The first tier will represent employees that earn an annual base salary under \$70,000.00 where the City will pay 90% of the benefit premium costs and the employee will pay 10% of the benefit premium costs, while the second tier will represent employees that earn an annual base salary over \$70,000 where the City will pay 85% of the benefit premium costs and the employee will pay 15% of the premium benefit costs.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7565 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Consideration of Approval of a CES Contract with A. K. Sales and Consulting, Inc., in the Amount of \$160,242.84 for the Del Norte Park Pickle Ball Court Renovation Project

Mr. Bryan Wagner, Parks and Open Spaces Director, stated City staff has been looking for ways to increase usage at our facilities and have received requests for permanent outdoor pickle ball courts. This request is to renovate the existing basketball and tennis courts at Del Norte Park into basketball and pickle ball courts. The completed project will include eight new pickle ball courts with permanent netting; a 4-foot tall chain link chain to separate courts; four new shaded seating areas; acrylic surfacing with court lines; and four new basketball backboards.

There being no further discussion, Commissioner Gerth moved to approve the Consideration of Approval of a CES Contract with A. K. Sales and Consulting, Inc., in the Amount of \$160,242.84 for the Del Norte Park Pickle Ball Court Renovation Project. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Consideration of Approval of a CES Contract with ASE Construction in the Amount of \$123,818.55 for the Wastewater Reclamation Facility Parking Lot Rehabilitation (Crack sealing and Seal-Coating)

Mr. Tim Woomer, Utilities Director, stated this project will repair approximately 140,000 square feet of asphalt parking lot around the City of Hobbs WWRF, Utilities Maintenance Building, and the City Warehouse. The repairs will consist of asphalt crack sealing, seal-coating the entire area, and re-striping of various traffic markings.

The overall amount of the project is \$123,818.55 using a CES Contract with ASE Construction.

There being no further discussion, Commissioner Mills moved to approve the CES Contract with ASE Construction in the amount of \$123,818.55 for the Wastewater Reclamation Facility Parking Lot Rehabilitation (Crack sealing and Seal-Coating). Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Consideration of Approval of Change Order Number 1 for Project #2023-69; Provide Materials, Labor, Programming and Associated Engineering Services for the Waste Water Reclamation Facility (WWRF) Scada System Design and Replacement Project

Mr. Tim Woomer, Utilities Director, provided a brief history on the SCADA Project at the WWRF. He thanked City Attorney Valerie Chacon for her assistance in negotiations leading up to the completion of this change order. He stated pursuant to the City of Hobbs' Resolution No. 7475, the approval for Subcontractor Substitution Change Order Number 1 designates the subcontractor substitution on the project from Tesco Controls, Inc. to the new subcontractor on Project #2023-69, INFRAMARK LLC. Change Order Number 1 includes the provision that Ingram Professional Services, Inc., (IPS) shall provide a performance bond for the project to the City of Hobbs. Change Order Number 1 will increase the original contract amount of \$6,921,054.97 by \$31,131.04 to \$6,953,186.01 including NMGRT. Materials, labor, programming, and associated Engineering Services for this project are budgeted in the FY 24-25 Utilities Enterprise Fund.

In response to Commissioner Fields question, Mr. Woomer explained that SCADA is a system that computerizes the control and alarms of all of the conditions, pumps, motors, levels, and flooding. He stated it is a time and money saving system as well as providing improvement and efficiency controls.

There being no further discussion, Commissioner Calderón moved to approve Change Order Number 1 for Project #2023-69; Provide Materials, Labor, Programming and Associated Engineering Services for the Waste Water Reclamation Facility (WWRF) Scada System Design and Replacement Project. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached.

Resolution No. 7566 - Approving a Development Agreement with Stuard Development for the Extension of Del Norte Parkway Through Trinity Estates

Mr. Todd Randall, Assistant City Manager, stated with the development of Trinity Estates Unit 3 includes the requirement of extending Del Norte Parkway to the west boundary of the proposed development. The Planning Board reviewed and recommended the participation in the Collector Roadway, Oversize of Public Infrastructure and the GAP of infrastructure to reach the proposed development (vote 6-0). Mr. Randall explained the Development Agreement with Stuard Development, in which the City would participate in GAP, Oversize and Fair Share Public Infrastructure Participation Agreement for roadway and utilities along a portion of the future Del Norte Parkway extension. Estimated City participation was discussed at the Planning Board meeting on September 17, 2024 while discussing the new changes to the policy. The total encumbrance for this project is \$758,565.00.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7566 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7567 - Approving an Infrastructure Development Agreement with Walker Sims Oil Co, Inc., d/b/a Swift Stop Related to the Development of Property Located at College Lane and Lovington Hwy.

Mr. Todd Randall, Assistant Manager, stated the City of Hobbs and Swift Stop have discussed a Development Agreement in regard to the development of a Convenience Store at the intersection of SR-18 and College Lane and the City's College Lane roadway project. Additional right of way dedication is needed along the proposed College Lane. realignment and the existing intersection of College Lane. and Lovington Hwy. The City will participate with the relocation of a proposed temporary driveway on Lovington Highway to access the new roadway re-alignment. Swift Stop would dedicate approximately 20,000 square feet of property to the City of Hobbs. In exchange, the City would waive any utility assessment fees for the City waterline, relocate the temporary driveway and pay for the dedication plat.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7567 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Consideration of Approval of Fee Amendment No. 1 for the College Lane Widening and Realignment Project

Mr. Anthony Henry, City Engineer, stated the purpose of this fee amendment is to add additional professional services to the College Lane Widening and Realignment Project for the acquiring and conversion of existing roadway easements into Right-of-Way throughout the College Lane corridor. The fee amendment will also include additional surveying services as several facilities have been constructed since the original survey, including improvements at College Lane Elementary and the construction of Piedra Drive. City staff recognized the need to perfect the Right-of-Way as best practice to prepare the corridor for future growth and expansion. The amount of this fee increase is in the amount of \$172,970.00.

There being no discussion, Commissioner Gerth moved to approve the Fee Amendment No. 1 for the College Lane Widening and Realignment Project. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached.

FINAL ADOPTION: Ordinance No. 1162-A: Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals

Ms. Amber Leija, Assistant City Attorney, explained the proposed Ordinance No. 1162-A amending Chapter 6.04 of the Hobbs Municipal Code related to animals. She stated the Ordinance No. 1162 was previously brought forth to the Commission for adoption at the last meeting; however, Section 6.04.370 was inadvertently omitted from that document. She stated the Legal Department is requesting final approval of the complete chapter as published on September 20, 2024, in accordance with NMSA 1978, § 3-17-3.

Proper publication having been made, and there being no discussion or public comment from the audience, Commissioner Calderón moved to adopt Ordinance No. 1162-A Amending Chapter 6.04 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the adoption and ordinance are attached.

Comments by City Commissioners, City Managers

None.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:45 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Minutes of the November 4, 2024, Commission Work Session

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 11/5/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the November 4, 2024, Commission Work Session

Fiscal Impact:

N/A

Attachments:

November 4 2024 - joint work session with UB and PB

Recommendation:

Motion to approve.

Approved By:

Minutes of the budget work session of the Hobbs City Commission held on Monday, November 4, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Mayor Cobb called the joint work session to order and welcomed everyone in attendance. He stated the topic of discussion today is the Water and Sewer Master Plan. The City Clerk called roll and the following members were present:

Hobbs City Commission

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

Utilities Board

B. J. Choice, Chair
Debra Hicks
Kerry Romine
Byron Marshall
Joshua Grassham

Planning Board

Tres Hicks, Chair
Bill Ramirez
Larchinee Turner
Brett Clay (*Absent*)
Guy Kesner
Brett Drennan (*Absent*)
Ben Donahue (*Absent*)

Also present were Mr. Manny Gomez, City Manager, Mr. Todd Randall, Assistant City Manager, and Ms. Jan Fletcher, City Clerk. Other staff members and public were also present.

Mr. Anthony Henry, City Engineer, began the work session by introducing Ms. Stephanie Nieces and Mr. Taylor May, consultants with Freese and Nichols, who will be making the presentation today. Mr. Henry stated this firm has been hired to create a Water and Sewer Master Plan for the City.

Through the use of a PowerPoint presentation, Ms. Stephanie Nieces reviewed a graph containing the population growth projections for five, 10 and 20 years. It featured the future water/wastewater service area with selected anticipated annual growth rates for the service area. Ms. Nieces reviewed growth projections for new development areas and growth zones to distribute future population. She incorporated specific development projects and in-fill growth based on developable parcels. She continued to show the projected growth rate and water demands per capita, average day, maximum day and maximum day to average day peaking factor using a ratio of maximum day demand to the average day demand.

Ms. Nieces stated in using the historical water demands, they try to determine water usage in the future. The water demands graph showed the last 13 years of average and peak usage to estimate the projected future water demands.

Mr. Byron Marshall asked if the City of Hobbs had factored in any change of water demands for xeriscaping and landscaping in the new subdivisions. He stated the City should consider implementing incentives for water conservation for developers.

Commissioner Smith stated water conservation is already implemented with restriction of watering on certain days and within times. He said the new water meters being used will also show when water is being used and whether it is during the allowable day/time.

Ms. Nieces displayed a graph of the existing water system showing existing water lines, pump stations, storage tanks and groundwater wells to see a baseline of the current system now. She displayed information showing the water system analysis and modeling of pressures and fire flows. Future system analysis showed the total well capacity, firm pumping capacity, ground storage and elevated storage. Hydraulic modeling ran 5, 10 and 20 year scenarios which evaluated pressure, pipe velocity and tank operations. Ms. Nieces reviewed the water capital improvements plan showing \$31,000,000.00 in need during the next 5 years.

Mr. Tim Woomer stated the City has \$23,000,000.00 in reserves and would need to look at outside capital and revolving grant loan funding. He said the City has the capacity for new debt.

Following a brief discussion, Mr. Woomer stated the City has at least 50 years of water reserves available for use.

Mr. Tyler May of Freese and Nichols spoke about the wastewater system. He reviewed the per-capita flow, average daily flow and the peak wet weather flow. He spoke about the historical daily flows and how they can measure the flow for the future. Mr. May displayed a table showing average day flow and peak wet weather flow from 2024 through 2044.

Mr. May displayed a graph of the existing wastewater system showing the gravity lines, lift stations and treatment plan. Mr. May also presented information showing the wastewater system analysis and modeling of the existing system surcharging and the existing system velocities. He included a future system analysis showing a capacity evaluation and hydraulic modeling with five, 10 and 20-year scenarios. Mr. May reviewed the wastewater capital improvements plan with costs numbered by priority. The immediate need for the next five years would be \$17,000,000.00.

Mayor Cobb stated the City will have some strategic planning to do because the total cost of the two plans would be about \$48,000.00 which does not include the cost of any emergency repairs. He stated the City is currently having to repair collapsed sewer lines which were installed in the early 1980's. Mayor Cobb stated it will be a challenge to have the appropriate and proper infrastructure for our community.

Mr. Smith said if borrowing rates remain low, it would be a good idea to get to work on some of the projects to keep the cost down.

In response to Commissioner Fields' question, Mayor Cobb stated the total immediate need for both the water and wastewater systems would be \$48,000,000.00.

In response to a question by Mr. Tres Hicks, Mr. May stated the cost estimates are based on today's dollars.

Following a brief discussion about how to fund the cost of the future water and wastewater capital improvements plans, Mayor Cobb asked for any other questions. There being no further discussion, Mayor Cobb adjourned the work session at 5:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Hobbs economic history and progress has been driven by pioneers who think big, take risks, and work hard; and

WHEREAS, small businesses support economies, employ local residents, encourage youth entrepreneurship, engage in philanthropic and civic campaigns, and contribute to the vibrancy of Hobbs, New Mexico and

WHEREAS, residents of Hobbs are asked to shop local this holiday season and support our local businesses contributions and the key role they play in keeping our economy strong and

WHEREAS, this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the City of Hobbs supports our local businesses that create jobs, boost our local economy and preserve our communities; and

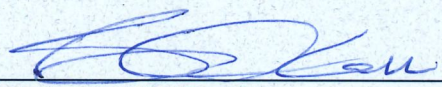
WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday®.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim November 30th, 2024 as,

“SMALL BUSINESS SATURDAY”

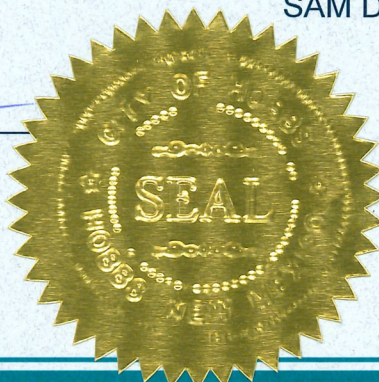
and urge the residents of our community, and communities across the country, to support our local small businesses on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of November, 2024, and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, lung cancer is the leading cause of cancer death among men and women in the United States and accounts for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

WHEREAS, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

WHEREAS; the stigma surrounding lung cancer creates barriers to early diagnosis, treatment, and funding for research, has a detrimental impact on the quality of life of people diagnosed with lung cancer, and hinders awareness of and research into lung cancer risk factors other than smoking; and

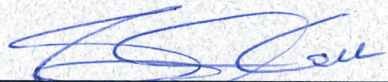
WHEREAS; lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies; and

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the month of November 2024 as:

“LUNG CANCER AWARENESS MONTH”

and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of November, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



November Milestones 2024

5 Years

John Kunko	WW Maintenance III	11/07/2019
Alisha Johnson	Utilities Admin Asst.	11/18/2019

10 Years

Rosianna Owens	Senior Center Maint. Supv.	11/03/2014
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15 Years

Undra Choice	Warehouse Manager	11/09/2009
Laura Aguirre	Police Officer - SRO	11/30/2009
Dustin Corley	Driver Engineer	11/30/2009



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Resolution No. 7568 - Approving a One-Year Extension of the Professional Services Agreement with Luke Otero for Lobbying Services

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 11/8/2024

SUBMITTED BY: Valerie Chacon, City Attorney

Summary:

On January 18, 2022, the City of Hobbs City Commission voted to approve a professional services agreement with Lobbyist Luke Otero for the 2022 New Mexico Legislative Session. The agreement states in pertinent part that, "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." The existing Professional Services Agreement is attached. This one-year extension would cover the 2025 Legislative Session, any pre-session meetings/services, and follow-up meetings/services following the 2025 session and any interim session meetings/services. This one-year extension is for \$25,635.00 inclusive of New Mexico Gross Receipts Taxes (NMGRT).

Fiscal Impact:

The professional services agreement is for \$25,635.00 inclusive of NMGRT for fiscal year 2025. Adequate funds are budgeted in line item 010100-42601 for Professional Services.

Attachments:

Resolution - One Year Extension of PSA with Luke Otero 3rd 11.8.24
Luke Otero Contract 2022

Recommendation:

The Commission should consider approval of the 3rd renewal of the Professional Services Agreement.

Approved By:

Valerie Chacon, City Attorney 11/14/2024
Toby Spears, Finance Director 11/14/2024
Valerie Chacon, City Attorney 11/14/2024
Manny Gomez, City Manager 11/14/2024

CITY OF HOBBS

RESOLUTION NO. 7568

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH LUKE OTERO FOR LOBBYING SERVICES

WHEREAS, on January 18, 2022, the City of Hobbs City Commission voted to approve a Professional Services Agreement with Lobbyist Luke Otero for the 2022 New Mexico Legislative Session; and

WHEREAS, the Professional Services Agreement allowed for up to three one-year renewals upon written approval from both City and Contractor prior to the expiration of any one-year term; and

WHEREAS, Luke Otero has expressed a desire to exercise the Third one-year renewal of the Professional Services Agreement, subject to the same terms, at an aggregate cost of \$25,635.00 inclusive of New Mexico Gross Receipts Taxes; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the parties hereby agree to exercise the Third one-year extension of the 2022 Professional Services Agreement with Luke Otero.

PASSED, ADOPTED AND APPROVED this 18th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 18 day of January, 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 Luke Otero, an independent contractor with a business address of 1458 Miracerrros Loop North, Santa Fe, NM 87505 (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 shall provide professional State lobbying services for the 2022 New Mexico Legislative Session, any pre-session meetings/services, any follow-up meetings/services resulting from the 2022 New Mexico Legislative Session and any interim session meetings/services, as fully set forth herein.

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

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 \$ 25,635.00 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 \$ 25,635.00. 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: City Manager Manny Gomez, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 1458 Miracerros Loop North, Santa Fe, NM 87505 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) 397-9206 ; and
Contacting City via e-mail at mgomez@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.: 010100-42601

Finance Director:



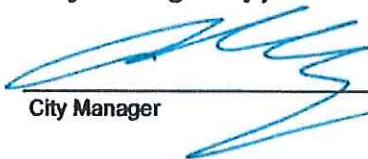
Finance Director

City Attorney "as to form" Approval:



City Attorney

City Manager Approval:



City Manager

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

City Clerk

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

Mayor



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Resolution No. 7569 - Approving a One-Year Extension of the Professional Services Agreement with Cambiar Consulting, LLC, for Lobbying Services

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 11/8/2024

SUBMITTED BY: Valerie Chacon, City Attorney

Summary:

On November 6, 2023, the City of Hobbs City Commission voted to approve a professional services agreement with Lobbyist CAMBIAR CONSULTING LLC for the 2023-2024 New Mexico Legislative Session. The agreement states in pertinent part that, "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." The existing Professional Services Agreement is attached. This one-year extension would cover the 2025 Legislative Session, any pre-session meetings/services, and follow-up meetings/services following the 2025 session and any interim session meetings/services. This one-year extension is for a cost of \$4,500.00 a month, \$54,000.00 a year inclusive of New Mexico Gross Receipts Taxes.

Fiscal Impact:

The 2025 budget has \$54,000 budgeted for the extension of the lobbying contract.
010100-42601

Attachments:

Resolution Approving First Renewal of the PSA with Cambiar LLC 11.12.24
PSA Cambiar Consulting - Lobbying Services 2023

Recommendation:

Approve the first renewal of the Professional Services Agreement with Cambiar Consulting.

Approved By:

Valerie Chacon, City Attorney 11/8/2024
Toby Spears, Finance Director 11/11/2024
Valerie Chacon, City Attorney 11/12/2024
Manny Gomez, City Manager 11/12/2024

CITY OF HOBBS

RESOLUTION NO. 7569

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH CAMBIAR CONSULTING LLC

WHEREAS, on November 6, 2023, the City of Hobbs Commission voted to approve a Professional Services Agreement with Cambiar Consulting LLC or the 2023-2024 Legislative Session, and any interim session meetings/services; and

WHEREAS, the Professional Services Agreement allowed for up to three one-year renewals upon written approval from both City and Contractor prior to the expiration of any one-year term; and

WHEREAS, Cambiar Consulting LLC has expressed a desire to exercise the First one-year renewal of the Professional Services Agreement, subject to the same terms, at a cost of \$4,500.00 a month, \$54,000.00 a year inclusive of New Mexico Gross Receipts Taxes; and

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the parties hereby agree to exercise the first one-year extension of the 2023 Professional Services Agreement with Cambiar Consulting LLC.

PASSED, ADOPTED AND APPROVED this 18th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 6 day of November, 2023, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and CAMBIAR CONSULTING, LLC, an independent contractor with a business address of PO Box 8319, Santa Fe, NM 87504 (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

Please see "Exhibit A" attached hereto and incorporated herein.

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 \$ 4,500.00 a month inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Brandy Hukins, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 54,000.00. 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: City Manager Manny Gomez, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at PO Box 8319, Santa Fe, NM 87504 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) 397-9206 ; and
Contacting City via e-mail at mgomez@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:

Account No.: 010100-42601

Finance Director:



Finance Director

Contractor Approval:



Contractor Signature

City Attorney "as to form" Approval:



City Attorney

City Manager Approval:



City Manager

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

City Clerk

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

Mayor



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: FINAL ADOPTION: Ordinance No. 1163 - Annexation for the Proposed Expansion of Zia RVillas RV Park Located Off of Lovington Highway

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 11/5/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The Property Owner has requested to annex the land to the east of their existing RV Park in order to expand and add another 120 new spaces. Currently, the existing RV Park is within City Limits and supplied with City Water. Sewer service is provided and the property has a private sewer lift station that discharges into a City manhole 300' south of the USW (University of the Southwest) entrance road.

Fiscal Impact:

Annexation of the property has minimal fiscal impact initially. Once annexed, any improvements to the property will generate GRT based on location of the improvements. No estimated GRT increased have been calculated at the time of this Staff Summary.

Attachments:

Zia RVillas Annexation ORD No. 1163
Petition for Annexation- Armaan Enterprises LLC
Affidavit of Publication
24130288_Rice_Annex

Recommendation:

Staff recommends the City Commission consider approval/denial based on the documents presented.

Approved By:

Todd Randall, Assistant City Manager	11/7/2024
Toby Spears, Finance Director	11/11/2024
Valerie Chacon, City Attorney	11/11/2024
Manny Gomez, City Manager	11/12/2024

CITY OF HOBBS
ORDINANCE NO. 1163.

AN ORDINANCE CONSENTING TO THE ZIA RVILLAS ANNEXATION OF SECTION 06, TOWNSHIP 18, RANGE 38, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property has petitioned the City of Hobbs to annex to the City an area in Section 06, Township 18, Range 38, N.M.P.M Lea County, New Mexico, and containing +/- 19 acres; and

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

WHEREAS, the Planning Board conducted a Public Meeting on July 16th regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

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

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

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

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

PASSED, ADOPTED AND APPROVED this 18th day of November, 2024.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

PETITION FOR ANNEXATION

COMES NOW, Armaan Enterprises LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of Section 06, Township 18 South, Range 38 East, N.M.P.M. to the City of Hobbs, more particularly described as follows:

BEGINNING AT 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHWEST CORNER OF THIS PARCEL, WHICH LIES S89°20'52"W A DISTANCE OF 205.02 FEET FROM A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR THE SOUTHWEST CORNER OF TRACT 1 OF THE RICE SUBDIVISION, AS RECORDED IN BOOK 2, PAGE 614, SURVEY RECORDS, LEA COUNTY, NEW MEXICO; THENCE N89°20'52"E A DISTANCE OF 1214.83 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR A CORNER OF THIS PARCEL; THENCE N00°37'13"W A DISTANCE OF 637.69 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR A CORNER OF THIS PARCEL; THENCE N89°39'16"E A DISTANCE OF 40.00 FEET TO A NAIL WITH WASHER MARKED "NM 12641 TX 4735" FOUND ON THE EAST LINE OF SAID NORTHWEST QUARTER FOR THE NORTHEAST CORNER OF THIS PARCEL; THENCE S00°37'25"E ALONG THE EAST LINE OF SAID RICE SUBDIVISION A DISTANCE OF 637.69 FEET TO A 1/2" STEEL ROD FOUND FOR A CORNER OF THIS PARCEL; THENCE S00°37'56"E ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 641.14 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHEAST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE S89°17'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1255.60 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHWEST CORNER OF THIS PARCEL; THENCE N00°34'02"W A DISTANCE OF 642.76 FEET TO THE POINT OF BEGINNING. SAID ANNEXATION CONTAINING 19.09 ACRES MORE OR LESS.

REFER TO ATTACHED MAP & DEED

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

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

Petitioner: Armaan Enterprises LLC

By: Khusa Fawz

Its: Manager/owner

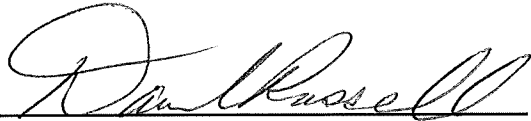
10-18-2024
Date

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

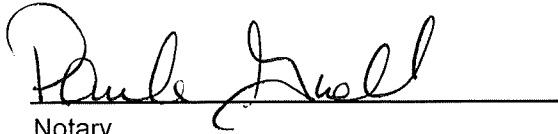
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
October 29, 2024
and ending with the issue dated
October 29, 2024.



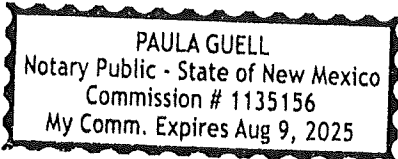
Publisher

Sworn and subscribed to before me this
29th day of October 2024.



Notary

My commission expires
August 09, 2025
(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 publication has been made.

LEGAL NOTICE October 29, 2024

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 18th day of November, the governing body of the City of Hobbs proposes to adopt an ordinance consenting to the annexation of property. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE CONSENTING TO THE ZIA RIVILLAS ANNEXATION OF SECTION 06, TOWNSHIP 18, RANGE 38, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property has petitioned the City of Hobbs to annex to the City an area in Section 06, Township 18, Range 38, N.M.P.M Lea County, New Mexico, and containing +/- 19 acres; and

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

WHEREAS, the Planning Board conducted a Public Meeting on July 16th regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

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

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

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat on file in the City Clerk's Office, which is incorporated herein by reference, hereby is annexed into the City of Hobbs.

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

A full copy of the proposed ordinance is available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The proposed ordinance is also available for viewing online at www.hobbsnm.org.

/s/ Jan Fletcher
Jan Fletcher, City Clerk

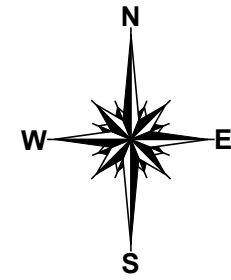
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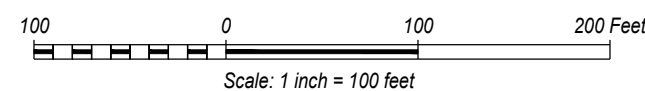
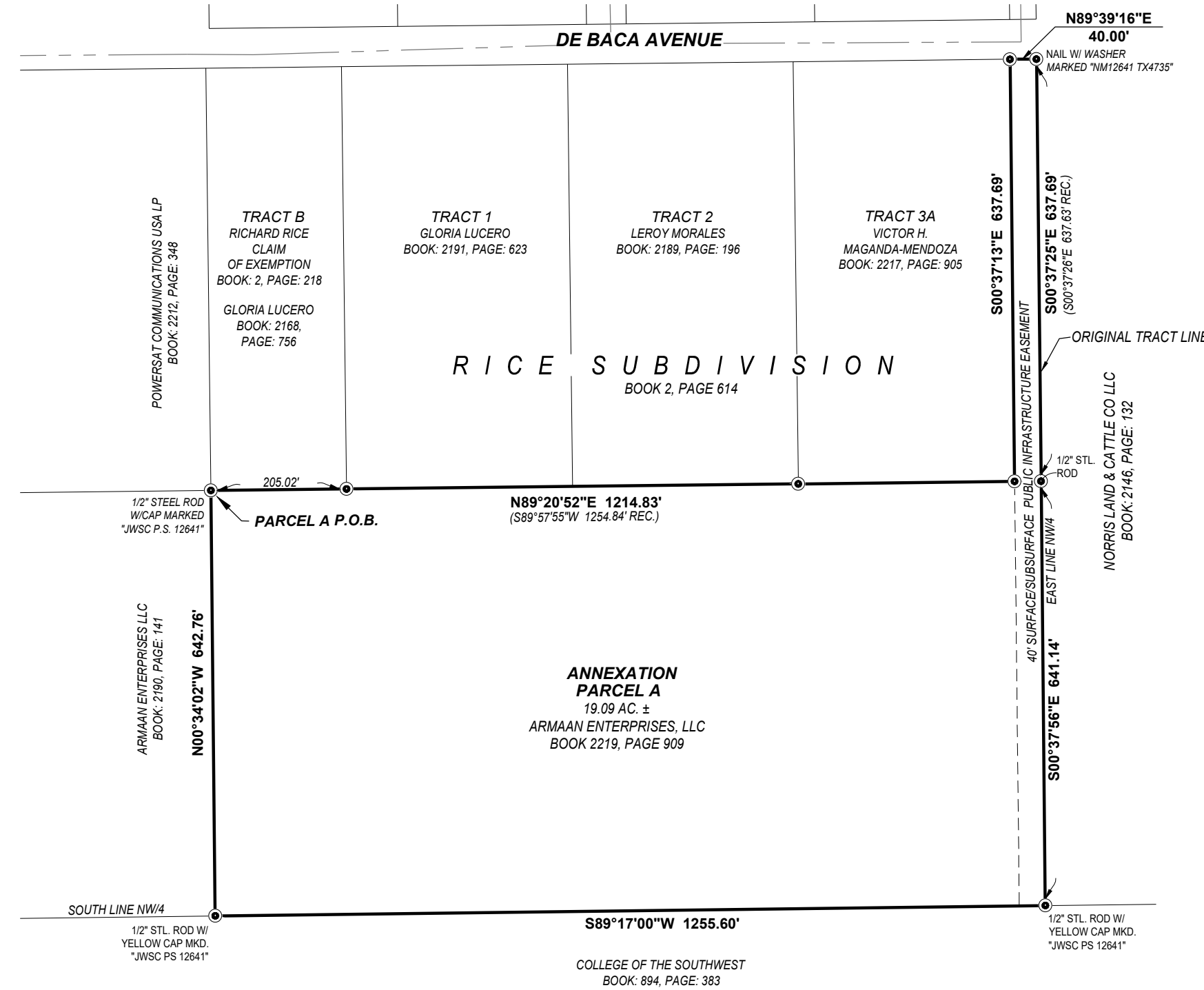
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CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240

PRELIMINARY - AUGUST 26, 2024
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



**PARCEL A - RICE BOUNDARY LINE ALTERATION - ANNEXATION
LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 6,
TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.,
LEA COUNTY, NEW MEXICO**



DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST (NW/4) QUARTER OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHWEST CORNER OF THIS PARCEL, WHICH LIES S89°20'52"W A DISTANCE OF 205.02 FEET FROM A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR THE SOUTHWEST CORNER OF TRACT 1 OF THE RICE SUBDIVISION, AS RECORDED IN BOOK 2, PAGE 614, SURVEY RECORDS, LEA COUNTY, NEW MEXICO; THENCE N89°20'52"E A DISTANCE OF 1214.83 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR A CORNER OF THIS PARCEL; THENCE N00°37'13"W A DISTANCE OF 637.69 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR A CORNER OF THIS PARCEL; THENCE N89°39'16"E A DISTANCE OF 40.00 FEET TO A NAIL WITH WASHER MARKED "NM 12641 TX 4735" FOUND ON THE EAST LINE OF SAID NORTHWEST QUARTER FOR THE NORTHEAST CORNER OF THIS PARCEL; THENCE S00°37'25"E ALONG THE EAST LINE OF SAID RICE SUBDIVISION A DISTANCE OF 637.69 FEET TO A 1/2" STEEL ROD FOUND FOR A CORNER OF THIS PARCEL; THENCE S00°37'56"E ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 641.14 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHWEST CORNER OF THIS PARCEL AND THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE S89°17'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1255.60 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHWEST CORNER OF THIS PARCEL; THENCE N00°34'02"W A DISTANCE OF 642.76 FEET TO THE POINT OF BEGINNING. SAID ANNEXATION CONTAINING 19.09 ACRES MORE OR LESS.

CERTIFICATE OF MUNICIPAL APPROVAL:

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY ORDINANCE No. _____ ON THE _____ OF _____, 2024 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

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

NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

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

CHAIRMAN: WILLIAM M. HICKS, III

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

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

NOTARY PUBLIC

LEGEND:

- - DENOTES FOUND 1/2" STL. ROD W/ CAP MARKED "PLS 7977", UNLESS NOTED OTHERWISE
- ◎ - DENOTES SET 1/2" STL. ROD W/ CAP MARKED "JWSC PS 12641"

SURVEYOR'S CERTIFICATE:

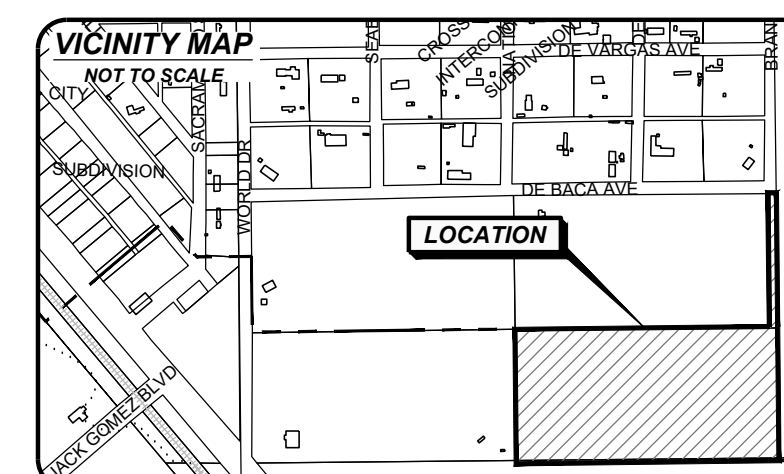
I, EVAN J. POINTER, NEW MEXICO PROFESSIONAL SURVEYOR No. 29968, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DATE: _____

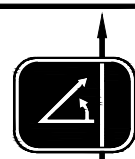
NOTE:

- 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 00°37'12" BASED ON A POINT OF ORIGIN LOCATED AT (NMSPC) N: 649250.96' E: 893309.82' ESTABLISHED FROM GPS OBSERVATIONS AND SUBSEQUENT NGS OPUS PROCESSING. DISTANCES ARE SURFACE VALUES.
- 2) DATE OF SURVEY: AUGUST 28, 2023.
- 3) RECORD BEARINGS AND DISTANCES, IN PARENTHESIS, SHOWN AS (REC.) HEREON ARE RELATIVE TO THOSE SHOWN ON THE CERTAIN PLATS OF SURVEY RECORDED IN SURVEY BOOK 2, PAGE 614 AND BOOK 2, PAGE 218 OF THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO.
- 4) ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.
- 5) PLAT OF REFERENCE: CLAIM OF EXEMPTION - LEA COUNTY RICE BOUNDARY LINE ALTERATION RECORDED IN BOOK 2217, PAGE 665, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO.



Scale: One Inch = One Hundred Feet
CAD Drafter & Date: ACK 08/26/2024
CHECKED BY: EP
JWSC W.O. No.: 24130288
REL. W.O. No.: 23110273
JWSC File No.: D - 1521
© V1:2024

STATE OF NEW MEXICO
COUNTY OF LEA - FILED:



PROVIDING SURVEYING SERVICES
SINCE 1946
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO HOBBS, N.M. 88240
(575) 393-3117 www.jwsc.biz
TBPLS# 10021000



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Consideration of Approval of Amendment No. 1 to the Memorandum of Agreement between the New Mexico Energy, Minerals, and Natural Resources Department and the City of Hobbs

DEPT OF ORIGIN: Fire

DATE SUBMITTED: 11/6/2024

SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

This amendment No.1 is made and entered into by and between the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and the City of Hobbs (City). The parties have previously made an agreement effective September 19, 2019. The two changes to this current agreement can be found in paragraph B), Section1 and paragraph C)5) Section2.

Fiscal Impact:

The City will be reimbursed quarterly for costs incurred as outlined in the MOA in an amount not to exceed \$40,000. Currently, a budget adjustment would need to be made in January 2025 to recognize the revenue, with an offsetting project expenditure.

Attachments:

20241106150923666

Recommendation:

Approval of Amendment to the Memorandum of Agreement between NM energy, Minerals, and Natural Resources Department and the City of Hobbs.

Approved By:

Mark Doporto, Fire Chief	11/6/2024
Toby Spears, Finance Director	11/7/2024
Valerie Chacon, City Attorney	11/8/2024
Manny Gomez, City Manager	11/8/2024

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND THE CITY OF HOBBS**

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made and entered into by and between the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and the City of Hobbs (City)

WHEREAS, the parties have previously made an Agreement effective September 19, 2019, and

WHEREAS, Section 14 thereof provides that the original Agreement shall not be amended except by written instrument executed by the parties, and

WHEREAS, the parties now agree that it is in their mutual interest to amend their previously made Agreement.

NOW, THEREFORE, THE PARTIES DO AGREE TO AMEND their previous Agreement by this **AMENDMENT NO. 1** as follows:

1. The sixth Whereas is deleted in its entirety and replaced with the following:

"**WHEREAS**, DOE has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation event, of which up to \$40,000.00 is allocated under this MOA for the City of Hobbs Fire Department;"

2. The existing Paragraph B), Section 1, EMNRD shall, is deleted in its entirety and replaced with the following:

"B provide management of the funds allocated under the Approved Budget to be provided to the City and to be used by the City of Hobbs Fire Department and reimburse the City for costs incurred under this MOA in an amount not to exceed forty thousand dollars (\$40,000.00), including New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary, for each fiscal year this MOA is in effect, subject to expected approval of the appropriate budget amounts when EMNRD submits its budget to DOE each fiscal year. Upon notification by EMNRD of available Fiscal Year funding, the City and EMNRD shall jointly develop projects that enhance the response to a WIPP transportation event;"

3. The existing Paragraph C)5), Section 2, The City shall, is deleted in its

entirety and replaced with the following:

“5) demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills or exercises conducted by the Task Force. Funds allocated under this MOA may be used to support the local jurisdiction in preparation of and during Task Force training, drills and exercises;”

4. All other terms and conditions of the parties' original Agreement shall remain the same.

5. This **Amendment No. 1** becomes effective on EMNRD's signature.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____
Cabinet Secretary or Designee

Date: _____

CITY OF HOBBS

By: _____
Authorized Representative Signature

Date: _____

Printed Name and Title



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Consideration of Approval of the Purchase of Materials and Freight from Fire Facilities, Inc., in the Amount of \$993,231.00. Using HGAC Contract Pricing for the Construction of the Commissioner Model Training Tower

DEPT OF ORIGIN: Fire

DATE SUBMITTED: 11/7/2024

SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

A State of New Mexico 2024 Legislative Capital Appropriation Project in the amount of \$1,424,000.00 has been awarded to the City of Hobbs Fire Department for the plan, design, construction and improve training facilities, including a fire training tower and public safety center, in Hobbs Lea County. The Hobbs Fire Department has also been awarded a Fire Protection Grant in the amount of \$400,000.00 for the building of a training tower.

The Hobbs Fire Department wishes to purchase freight and materials for the construction of the Commissioner Training Tower.

Fiscal Impact:

The total cost for purchasing freight and materials for the construction of the Commissioner Training Tower is \$902,943.00. This will be Purchased through an HGAC purchasing agreement.

Attachments:

Contract Pricing Worksheet_Hobbs_NM_Page 1 of 2 (2)

Contract Pricing Worksheet_Hobbs_NM_Page 2 of 2 (3)

Recommendation:

Mayor and commission approve the purchase of freight and material for the construction of the Commissioner Training Tower utilizing HGAC contract.

Approved By:

Mark Doporto, Fire Chief	11/7/2024
Toby Spears, Finance Director	11/11/2024
Valerie Chacon, City Attorney	11/12/2024
Manny Gomez, City Manager	11/12/2024



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

**Please contact H-GAC staff about use of the worksheets if you have any questions.
Toll Free - 800.926.0234**

questio



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

MB11-20

Date Prepared:

11/7/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Hobbs Fire Department	Contractor:	Fire Facilities, Inc.
Contact Person:	Chris Henry	Prepared By:	Shelley Mertig
Phone:	575/318-6828	Phone:	608/327-4150
Fax:	n/a	Fax:	866-639-7012
Email:	Chenry@hobbsnm.org	Email:	smertig@firefacilities.com

Catalog / Price Sheet Name/Product Code	MB20LD09
General Description of Product:	Wesco Model (WT-4) Commissioner Model Training Tower

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	MB20LD09 - Wesco Model (WT-4) Commissioner Model Training Tower	\$ 575,500.00	\$ 575,500.00
2	PAN1 - Burn Crib, Class A Pan	\$ 300.00	\$ 600.00
1	BINT- Burn Room, 12' x 12' w/ (2) Doors	\$ 25,230.00	\$ 25,230.00
3	CVRL - Chopout Cover, 4' x 4' (Handles, Latches, Chain)	\$ 878.00	\$ 2,634.00
1	FAN1 - Exhaust Fan	\$ 3,716.00	\$ 3,716.00
1	FEL4 - Fire Escape, 40' Tall/5th Floor, OSHA/Private Use Only	\$ 94,642.00	\$ 94,642.00
3	MILC - Floor Door, 3'0" x 3'0"	\$ 3,359.00	\$ 10,077.00
2	LDHK - Ladder Hook Bar, 10'-6" Long	\$ 655.00	\$ 1,310.00
1	LDSP - Ladder, Ships, 10'	\$ 5,631.00	\$ 5,631.00
10	MPAR - Movable Wall Panels With (1) 10' Long Track	\$ 420.00	\$ 4,200.00
9	ANCR - Rappelling Anchor, Forged Swivel, 10K Rated	\$ 690.00	\$ 6,210.00
2	RPRL - Rappelling Railing System, Prime Painted	\$ 2,889.00	\$ 5,778.00
Total From Other Sheets, If Any:			90288
Subtotal A:			825816

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary

(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
1	Foundation Design (Soils Report by Others)	\$ 6,500.00	\$ 6,500.00
1	Other Items and Features Shown On The Drawings Dated 11/07/24	\$ 26,105.00	\$ 26,105.00
			\$ -
			\$ -
Total From Other Sheets, If Any:			
Subtotal B:			32605

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

4%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight to Hobbs, NM	44522
Subtotal C:	44522

Delivery Date:

D. Total Purchase Price (A+B+C):

902943



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

**Please contact H-GAC staff about use of the worksheets if you have any questions.
Toll Free - 800.926.0234**

questio



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

MB11-20

Date Prepared:

11/7/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Hobbs Fire Department	Contractor:	Fire Facilities, Inc.
Contact Person:	Chris Henry	Prepared By:	Shelley Mertig
Phone:	575/318-6828	Phone:	608/327-4150
Fax:	n/a	Fax:	866-639-7012
Email:	Chenry@hobbsnm.org	Email:	smertig@firefacilities.com

Catalog / Price Sheet Name/Product Code	MB20LD09
General Description of Product:	Wesco Model (WT-4) Commissioner Model Training Tower

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	FDC4 - Riser System w/FDC, 4 Story	\$ 6,080.00	\$ 6,080.00
1	RH46 - Roof Hatch, 2'-6" x 4'-6"	\$ 2,820.00	\$ 2,820.00
1	ALRM - Scout Audible/Visual External Alarm	\$ 1,047.00	\$ 1,047.00
1	SMKD - Smoke Distribution System, 6 Outlet, Dist. Fan	\$ 8,300.00	\$ 8,300.00
1	SMKDG - Smoke Generator, 7600 cfm (.7 micron)	\$ 7,720.00	\$ 7,720.00
1	SPR1 - Sprinkler System, 2 head	\$ 740.00	\$ 740.00
1	ADDLFLR_GRP3 - 25' X 22' X 10' Tall Story Addition	\$ 63,581.00	\$ 63,581.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total From Other Sheets, If Any:			0
Subtotal A:			90288

B. Customization Category Totals-Itemize below/ Attach Additional Sheet If Necessary

(Note: Customization options are "manufacturer non-standard option" which were submitted and priced in Contractor's proposal)

Quan	Description	Unit Pr	Total
			\$ -
			\$ -
			\$ -
			\$ -
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:			0

Delivery Date:

D. Total Purchase Price (A+B+C):

90288



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 18, 2024

SUBJECT: Resolution No. 7570 - Rescinding Condemnation on Certain Properties Previously Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort, Health and Safety

DEPT OF ORIGIN: Police

DATE SUBMITTED: 11/7/2024

SUBMITTED BY: Jessica Silva, Community Services Superintendent

Summary:

The City of Hobbs is proposing a Resolution to rescind condemnation of certain properties. These properties were previously condemned, but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. Pursuant to Section 8.24.010 of the Hobbs Municipal Code, the City of Hobbs may condemn a property if it is determined ruined, damaged, dilapidated and a menace to public comfort, health and safety and require such properties to be removed. The properties listed in attachment "A" have all been demolished or renovated, therefore, rendering the properties in compliance with the Hobbs Municipal Code. This Resolution will rescind the condemnation designation from the properties described in attachment "A", for they are no longer ruined, damaged, dilapidated, or a menace to public comfort, health and safety.

Fiscal Impact:

No fiscal impact.

Attachments:

Resolution -Rescinding condemnation
ATTACHMENT A FOR COMMISSION SUBMITTAL 11-18-2024 - SKELLY,
CLINTON, ALBERTSON - RESCINDING
Request to Rescind Condemnations powerpoint 11-18-24 SKELLY, CLINTON,
ALBERTSON

Recommendation:

Motion to approve the resolution.

Approved By:

August Fons, Police Chief	11/12/2024
Toby Spears, Finance Director	11/13/2024
Valerie Chacon, City Attorney	11/13/2024
Manny Gomez, City Manager	11/13/2024

CITY OF HOBBS

RESOLUTION NO. 7570

A RESOLUTION RESCINDING CONDEMNATION ON CERTAIN PROPERTIES THAT
HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED, DAMAGED,
DILAPIDATED AND A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and NMSA 1978, § 3-18-5, the City may condemn a property if the property is determined to be ruined, damaged, dilapidated and a menace to public comfort, health and safety and required such property to be removed; and

WHEREAS, the City has inspected the properties described in Attachment "A", which have been previously condemned by this commission; and

WHEREAS, the City finds the properties in Attachment "A" to be in compliance with the Hobbs Municipal Code; and

WHEREAS, the City Commission desires to rescind the condemnation of the properties listed in Attachment "A" as the properties are no longer ruined, damaged, dilapidated, or a menace to the public comfort, health and safety.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs that the condemnation of the properties listed in Attachment "A" is hereby rescinded.

PASSED, ADOPTED AND APPROVED this 18th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address
1	<p>1101 E. Skelly Hobbs, Lea County, NM</p> <p>*Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Forty-Six (46), Original New Hobbs to the City of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed January 10, 1929.</p>	<p>- Shondra M. Quarles</p> <p>- Julian L. Mackey</p> <p>- Maycee Mackey</p> <p>- Ross Lee Mackey</p> <p>- Jocelyn Mackey</p>	<p>- 305 W. Commerce St. Apt. 422 Dallas, TX, 75208</p> <p>- 193 El Camino Loop NW Rio Rancho, NM, 87144</p> <p>- 1721 S. Turner Hobbs, NM, 88240 (x2)</p> <p>- 620 S. 6th St. Hobbs, NM, 88240</p>
2	<p>414 W. Clinton Hobbs, Lea County, NM, 88240</p> <p>* Lots Ten (10), Block One Hundred Forty-four (144), Highland Park Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed May 9, 1930.</p>	<p>Lozoya, Enrique</p>	<p>1501 E. Alameda St. Hobbs, NM, 88240</p>
3	<p>209 E. Albertson Hobbs, Lea County, NM</p> <p>*Lot Three (3), Block Nine (9), Albertson Sub Division to the City of Hobbs, Lea County, New Mexico as referenced on the certain Plat filed May 4, 1953.</p>	<p>Gallegos, Robert</p>	<p>209 E. Albertson Dr. Hobbs, NM, 88240</p>

Request to Rescind Condemnations

Commission Date: September 16, 2024

1101 E. Skelly (Before)



1101 E. Skelly (After)



414 W. Clinton (Before) & After



209 E. Albertson(Before & After)

