

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

July 2, 2018



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

Monday, July 2, 2018 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the June 18, 2018, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

PUBLIC COMMENTS *(For non-agenda items.)*

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

2. Consideration of Approval of a Professional Services Agreement with Friends of the Hobbs Public Library for FY 18-19 *(Efren Cortez, Deputy City Attorney)*

DISCUSSION

3. Fireworks Sale, Use and Safety Tips in the City Limits *(Hobbs Fire Department)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

4. Resolution No. 6681 - Authorizing a Memorandum of Agreement Between the Lea County Sheriff's Office and the City of Hobbs Police Department *(Chris McCall, Police Chief)*
5. Consideration of Approval of Proposal No. 502-18 to Furnish Meal Services for the Senior Center and Recommendation to Accept Proposal from Great Western Dining, Inc. *(Dalia Conken, Senior Affairs Coordinator)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

6. Next Meeting Date:
 - ▶ City Commission Regular Meeting
Monday, July 16, 2018, at 6:00 p.m.

ADJOURNMENT

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



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 2, 2018

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 28, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of June 18, 2018

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

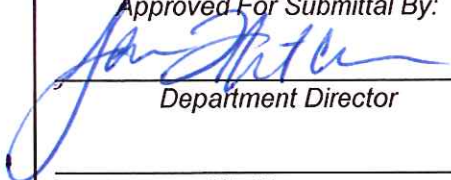
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 18, 2018, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

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

Also present: Manny Gomez, Acting City Manager/Fire Chief
Mike Stone, City Attorney
Efren Cortez, Deputy City Attorney
Chris McCall, Police Chief
Brian Dunlap, Deputy Police Chief
Barry Young, Deputy Fire Chief
Brandon Roberts, Fire Inspector
Mark De Porto, Fire Inspector
Todd Randall, City Engineer
Kevin Robinson, Development Director
Meghan Mooney, Communications Director
Deborah Corral, Assistant Finance Director
Tim Woomer, Utilities Director
Raymond Bonilla, Community Services Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Sandy Farrell, Library Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
60 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting on June 4, 2018, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Closed Session

The City Commission convened in closed executive session on Wednesday, June 13, 2018, at 5:30 p.m., for the discussion of the purchase, acquisition or disposal of real property, specifically related to the disposal of real properties located on Northwest Drive and in Southeast Hobbs; and the possible acquisition of real property located in East Hobbs for drainage purposes and for discussion of limited personnel matters, specifically regarding consideration of complaints against an individual public employee. The matters discussed in the closed meeting were limited only to those specified above. No action was taken during the meeting.

Proclamations and Awards of Merit

Acting City Manager Gomez announced the names of the following employees who have reached milestone service awards for June, 2018:

- ▶ 5 years - Lucinda Evans, Environmental (*Present*)
- ▶ 5 years - Eric Berdoza, Hobbs Police Department
- ▶ 5 years - Alvin Mattocks, Hobbs Police Department (*Present*)
- ▶ 5 years - Crystal Marin, Hobbs Police Department (*Present*)
- ▶ 10 years - Monica Garcia-Heidelberg, Hobbs Express (*Present*)
- ▶ 10 years - Bryan Generotzky, Hobbs Police Department (*Present*)
- ▶ 20 years - Brian Dunlap, Hobbs Police Department (*Present*)

Mayor Cobb and the Commission thanked the employees for their service to the City.

Public Comments

Ms. Helen Houston invited the Commission and the audience to attend the Miss Black New Mexico Pageant which will be held on Saturday, June 30, 2018, at 6:00 p.m. at the Lea County Event Center.

On behalf of the Juneteenth Committee, Reverend B. J. Choice thanked Police Chief Chris McCall and the Hobbs Police Department for ensuring safety at the Juneteenth Celebration event.

Ms. Shana Roy, Ms. Shaley Roy, Ms. Alyssa Rascon, and Mr. Miguel Medrano addressed concerns regarding lifeguard training, management and safety of the CORE.

Consent Agenda

Mayor Cobb explained the Consent Agenda and the process for removing an item from the Consent Agenda and placing it under Action Items.

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

Resolution No. 6674 - Authorizing Participation in Cooperative Project Agreement Number SP-2-19(962) with the New Mexico Department of Transportation for Crosswalk Improvements and Additional ADA Ramps.

Resolution No. 6675 - Authorizing the Removal of Accounts Receivable for Water, Garbage and Sewer Services that have been Determined to be Uncollectible for the Period of July 1, 2013 through June 30, 2014, in the Amount of \$30,685.58.

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

Discussion

There were no items for discussion presented at this meeting.

Action Items

Resolution No. 6676 - Approving a Memorandum of Understanding Amending a Collective Bargaining Agreement with the Hobbs Police Officers' Association.

Police Chief Chris McCall stated the City of Hobbs approved the Collective Bargaining Agreement (CBA) with the Hobbs Police Officers Association on June 15, 2015. He stated the CBA establishes the rates of pay, hours of work, and other conditions of employment for Union members. Police Chief McCall stated the CBA does not contemplate any increases to compensation for bargaining unit employees outside of those specifically outlined in Article 6. He stated the increase to compensation would be a retained management right. Police Chief McCall stated the City seeks to offer a one-time 5% increase to the current wage of each bargaining unit employee which will be a fiscal impact of \$338,000.00. Mr. Mike Stone, City Attorney, stated the Hobbs Police Officers' Association has verbally agreed to the proposed CBA.

Acting City Manager Gomez stated the recruitment and retention of police officers is a challenge across the nation. He stated the City of Hobbs needs to conduct a pay study for all positions within the City.

Commissioner Calderón moved to approve Resolution No. 6676 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1571-18 to Furnish and Install Air Conditioner Filters in All City Buildings and the CORE and Recommendation to Accept the Bid of Gary's Heating & Air Conditioning in the Amount of \$60,200.00.

Acting City Manager/Fire Chief Gomez explained the bid and stated Bid No. 1571-18 is to furnish and install air conditioner filters in all City buildings and the CORE. He stated the contract consists of purchasing and replacing filters for 33 City owned buildings and facilities which will be replaced quarterly or at six-week intervals. Acting City Manager/Fire Chief Gomez stated Gary's Heating & Air Conditioning is the lowest responsive bidder and it is the Department's recommendation to award the bid to Gary's Heating & Air Conditioning.

Commissioner Newman moved to approve the bid to Gary's Heating & Air Conditioning to furnish and install air conditioner filters in all City buildings and the CORE in the amount of \$60,200.00. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1116 - Adopting Right-of-Way Management Regulations.

Mr. Kevin Robinson, Development Director, stated the Planning Board has been reviewing the Hobbs Municipal Code (Code) Right-of-Way Management rules and regulations in place and needs to allow the City to manage those properties held in public trust. He stated Title 12 of the Code, which was enacted in 1950 and most recently amended in 2001, allows some authority for the City to manage the public properties dedicated through the development process; however, as technologies change, there is an increasing demand to locate private facilities within, upon, under, and over the public's property. Mr. Robinson stated the proposed ordinance prioritizes placement of facilities within the public's properties as follows: (1) those facilities being owned by the public such as street, curb, gutter, water and sewer; (2) those facilities being owned by a franchisee of the public such as electric, gas, telephone and cable;

and (3) those facilities owned by private entities that are not franchisees of the public. He stated the Planning Board has been reviewing the proposed ordinance since October, 2017, and at a special meeting held on April 25, 2018, voted 5 to 0 in favor of the proposed ordinance. The City Commission voted to publish the proposed ordinance on May 7, 2018.

Proper publication having been made, and there being no discussion by the Commission or comments from the public, Commissioner Penick moved to adopt Ordinance No. 1116 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes

FINAL ADOPTION: Ordinance No. 1117 - Amending Chapter 5.04 and Chapter 5.20 of the Hobbs Municipal Code Relating to Mobile Vendors.

Mr. Robinson explained the proposed ordinance and stated the City Commission voted on May 7, 2018, to publish the proposed ordinance relating to Mobile Vendors. He stated the amendments to Chapter 5.04 and 5.20 were recommended for adoption by the Planning Board at their regular meeting held on December 15, 2015, at which they voted 6 to 0 in favor of the amendments. He further stated since 2015, staff has held eight public meetings to discuss changes to the Mobile Vendor Ordinance and has recommended a change to Chapter 5.04.050 as follows: "Mobile business activity units shall be allowed on private property wherein 75% of property within the block is either vacant or utilized for commercial, providing no unit shall occupy a lot occupied by a residential structure. The unit shall be compliant with the required setback of the thoroughfare it is accessed from". Mr. Robinson stated the publication included additional language as follows: "A permanent connection to Municipal or Franchisee utilities negates the mobile status of the unit and is not allowed. Temporary connections may be permitted providing the site and any structure or unit located thereon are in full compliance with all commercial development rules, regulations and permitting requirements".

Proper publication having been made, and there being no discussion by the Commission or comments from the public, Commissioner Penick moved to adopt Ordinance No. 1117 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes

Resolution No. 6677 - Approving a Development Agreement with ABS Homes Concerning the Development of Market Rate Single-Family Housing Located Within the Zia Crossing Subdivision.

Mr. Robinson stated ABS Homes has requested a development agreement concerning the development of single-family housing units located within the Zia Crossing Subdivision. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per development agreement of \$100,000.00. The terms of the development agreement are based on the 2018 Housing Incentive Policy adopted per Resolution #6579.

In response to Commissioner Newman's question, Mr. Stone stated the Legal Department has reviewed the housing incentives and the incentives do not violate anti-donation laws as the City receives infrastructure throughout the community.

Ms. Olivia Steward with ABS Homes thanked the Commission for its continued support for the development of homes in Hobbs. Commissioner Newman thanked Ms. Steward for the well-written email she sent to the Commission explaining the importance of housing in Hobbs. The rest of the Commission concurred.

Commissioner Calderón moved to approve Resolution No. 6677 as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6678 - Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single-Family Housing Located Within the Zia Crossing Subdivision.

Mr. Robinson stated the development agreement with French Brothers, Inc., is the same in nature as ABS Homes.

Mr. Tom French of French Brothers, Inc., stated his company pays pay for the infrastructure up front and will then be reimbursed by the City once the Certificate of Occupancy is issued.

Commissioner Calderón moved to approve Resolution No. 6678 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6679 - Approving a Development Agreement with Habitat for Humanity Concerning the Development of Low Income Single-Family Housing Located Within Block 1 of the Albertson Subdivision

Mr. Robinson explained the resolution and stated Habitat for Humanity will be creating 20 low income housing units over a two-year period. He further stated the biggest difference between the Habitat for Humanity project and the others approved is the Habitat project will be low income housing opposed to market rate housing. He added the private sector will not profit on this development agreement.

Commissioner Calderón moved to approve Resolution No. 6679 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6680 - Approving Development Agreements with Property Owners (Hobbs Diesel, Inc., and Big Guns Rat Hole & Foundation Drilling, LLC) Concerning the Projection and Assessment of Public Infrastructures Within the French Drive Right-of-Way Located South of Bender Blvd.

Mr. Robinson explained the resolution and stated the development agreements with Hobbs Diesel, Inc., and Big Guns Rat Hole & Foundation Drilling, LLC, will address the fair share costs of the infrastructures currently not in place for sewer and the fair share assessments for water infrastructure already in place. He further stated these development agreements are consistent with the City infrastructure policy and will act as surety for the public infrastructures to allow the creation of the subdivision in compliance with the Hobbs Municipal Code.

Commissioner Gerth moved to approve Resolution No. 6680 as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and included herewith.

Comments by City Commissioners, City Manager

Mayor Cobb stated the next Commission meeting will be held on Monday, July 2, 2018.

Mr. Stone stated this is his last Commission meeting as City Attorney. In his farewell address, he highlighted some of the successful projects that have been completed by the City during his tenure. He stated while it is bittersweet to leave his position as City Attorney, it has been great to be a part of the growth of this community. He thanked current and past City leaders for their foresight, progressive thinking and policy initiatives.

Acting City Manager/Fire Chief Gomez wished Mr. Stone and his wife, Ms. Willie Stone, the best of luck. He stated Mr. Stone has become a great friend. He further stated he feels the City is in good hands with Mr. Efrén Cortez as Interim City Attorney.

Acting City Manager/Fire Chief Gomez congratulated Commissioner Gerth on completing his Municipal Official Leadership Institute (MOLI) training and becoming a Certified Municipal Official (CMO).

Acting City Manager/Fire Chief Gomez stated the CORE has 1,610 memberships to date which includes a total of 4,783 individuals. He further stated management will continue to work on citizen concerns and issues.

Acting City Manager/Fire Chief Gomez reminded the Commission of the EnergyPlex Conference to be held on June 26, 2018, at the Lea County Event Center.

Commissioner Gerth thanked everyone for their attendance. He also thanked Mr. Stone for his service and stated he will be missed.

Commissioner Mills thanked Mr. Stone for his service to the City and stated he will be a great District Judge.

Commissioner Taylor stated she is happy Mr. Stone is achieving his dream. She also thanked the Parks and Recreation Department for their assistance during the Juneteenth Celebration.

Commissioner Calderón expressed his appreciation to Mr. Stone for his help over the years.

Commissioner Penick thanked Mr. Stone for his friendship. He stated Mr. Stone has been a great asset to the City of Hobbs and he will be a great District Judge.

Commissioner Newman stated he considers Mr. Stone a friend.

Commissioner Newman stated he was recently driving down the Lovington Highway and witnessed Mr. Matt Hughes, Golf Superintendent, changing a flat tire for a citizen. He gave kudos to Mr. Hughes for doing a great job.

Mayor Cobb stated the success of the Commission is due in part to the vision and competency of Mr. Stone. He wished Mr. Stone well in his new endeavor as District Judge.

Adjournment

There being no further discussion or business, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion the vote was recorded as follows: Newman yes, Mills yes , Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried The motion carried. The meeting adjourned at 7:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 2, 2018

SUBJECT: Approval of a Professional Services Agreement with Friends of the Hobbs Public Library

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 26, 2018
SUBMITTED BY: Efren A. Cortez, Deputy City Attorney

Summary:

The Friends of the Hobbs Public Library ("Friends of the Library") is a non-profit entity working to benefit the Hobbs Public Library in consultation with the Library Director. This Professional Services Agreement allows Friends of the Library to maintain a small office space in the Library. Friends of the Library sells used books from the space, utilizes the space as an office and its volunteers assist Library personnel under the direction of the Library Director. The Agreement requires Friends of the Library to maintain liability insurance. The City provides all utilities, maintenance and janitorial services. The agreement is for fiscal year 2018-2019 ending June 30, 2019, and the office is subject to space requirements at the Library.

Fiscal Impact:


There is no significant fiscal impact.

Reviewed By: 
Finance Department

Attachments:

Professional Services Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should approve the Professional Services Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – FRIENDS OF THE HOBBS PUBLIC LIBRARY

FY 2018-2019

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Friends of the Hobbs Public Library (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Conduct various service oriented projects that benefit the Hobbs Public Library in consultation with the Library Director;

1.1.2 Contractor may conduct used book sales (the sale of books owned by Friends of the Library) and may provide funds/services to the City to enhance the Library's collection, underwrite special programming and will advocate for the greater use and needs of the City Library.

1.1.3 Contractor may assist Library staff at various times and with various projects under the supervision and direction of the Library Director.

1.1.4 The Library Director shall at all times have oversight and discretion as to the projects and roles Contractor provides to the Hobbs Library.

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent

contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public. The volunteers of CONTRACTOR are not entitled to any benefit that an employee of the City of Hobbs may be entitled.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 SPACE AGREEMENT

2.1 City shall provide Contractor a room (room 10) in which to operate on a year-to-year basis, subject to space requirements of the City Library. No modifications of the space will be made without approval of the Library Director and the General Services Director. City shall provide a sign for said room that will be consistent with the design of the Library. No other sign may be utilized on the walls or door without approval of the Library Director. The door shall be keyed with a lock that may be opened with a master key. The City may have access to the room with a master key at any time. Contractor may utilize the room only during Library hours. City shall provide all utilities, including maintenance and janitorial services.

2.2 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2018, and ending June 30, 2019. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policy shall have an insurance amount of \$1,000,000.00.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a personal services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
____ day of _____, 2018.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

By: _____
SANDY FARRELL, Library Dir.

ATTEST:

FRIENDS OF THE LIBRARY

By: _____
Lou Allen, Secretary

By: _____
Kay Hannum, Chairman
P.O. Box 5041
Hobbs, New Mexico 88241

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, Deputy City Attorney



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 2, 2018

SUBJECT: MOA with The Lea County Sheriff's Office and the City of Hobbs
DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: June 19, 2018
SUBMITTED BY: Chris McCall, Chief of Police

Summary: *This Memorandum of Agreement between the Lea County Sheriff's Office and the City of Hobbs, is an agreement to be put into place to enable Hobbs Police Officers to receive their County Commission Cards as Special Deputies through the Lea County Sheriff.*

Fiscal Impact:

Reviewed By: 

Finance Department

No Fiscal Impact

Attachments:

1. Memorandum of Agreement

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The City Commission approve the Memorandum of Agreement between the Lea County Sheriff's Department and the City of Hobbs, on behalf of the Hobbs Police Department.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6681

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE LEA COUNTY SHERIFF'S OFFICE AND THE CITY OF HOBBS POLICE DEPARTMENT

WHEREAS, the parties to this agreement are or have public law enforcement agencies; and

WHEREAS, the purpose of this agreement is to allow the certified municipal law enforcement personnel to effectively and efficiently provide proper law enforcement investigations, assistance, or services to Lea County residents; and

WHEREAS, each law enforcement officer of the city will be eligible for a County Commission through the Lea County Sheriff's Office with the Chief of Police and each officer completing a registration form and Oath of Office;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs an Agreement with Lea County to enable Hobbs Police Officers to receive their County Commission Cards as Special Deputies through the Lea County Sheriff.

PASSED, ADOPTED AND APPROVED this 2nd day of July, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN THE LEA COUNTY SHERIFF'S
OFFICE AND CITY OF HOBBS, NEW MEXICO**

THIS AGREEMENT made this _____ day of _____, 2018
between the Lea County Sheriff's Office (hereinafter "LCSO") and the City of Hobbs,
New Mexico, a municipal corporation (hereinafter "City").

WHEREAS, the parties to this agreement are or have public law enforcement
agencies; and

WHEREAS, the purpose of this agreement is to allow the certified municipal law
enforcement personnel to effectively and efficiently provide proper law enforcement
investigations, assistance, or services to Lea County residents; and

WHEREAS, it is necessary that the parties provide a method by which the
purpose of this agreement can be accomplished and the manner in which any power
will be exercised under this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY COMMISSIONED LAW ENFORCEMENT OATH

Each law enforcement officer of the City will be eligible for a County Commission
through the Lea County Sheriff's Office. The Chief of Police and officer will be
required to complete a registration form and the Oath of Office.

These forms will be signed and notarized and sent to the Sheriff's Office for
approval. The completed registration form and Oath of Office will be filed with
the Lea County Clerk's Office.

2. LAW ENFORCEMENT SERVICES

The Lea County Sheriff and his Office welcome all assistance in the investigation
and enforcement of the criminal and civil processes for our communities. The
personnel leaving their municipal jurisdictions and entering the County's
jurisdictions will follow their municipality's policies, practices, and procedures, as
well as applicable laws of Lea County, the State of New Mexico, and the United
States.

The Sheriff's Office is willing to assist with personnel entering the County's jurisdiction, where and when feasible and time permitting. With consolidated dispatch and a shared radio system, our departments have the ability to communicate any requests for assistance. It is recommended the officer or entity contact, when feasible, the Sheriff's Office or its personnel for assistance when entering the County areas.

All City officers shall remain at all times employees of the City. No City officer shall at any time be considered eligible for County wages, benefits, or insurance.

3. HOLD HARMLESS

By entering into this contract the City accepts sole and complete responsibility and liability for any and all damages to persons and property caused or arising out of any act or omission on the part of their employees in connection with this agreement.

4. SEVERABILITY

If any portion of this agreement is for any reason held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions.

5. EFFECTIVE DATE

This Agreement shall be effective upon execution and approval of the Lea County Sheriff.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 2, 2018

SUBJECT: AWARD MEAL SERVICES FOR THE SENIOR CENTER, RFP 502-18

DEPT. OF ORIGIN: Parks and Recreation, Senior Center
DATE SUBMITTED: 06-13-18
SUBMITTED BY: Dalia Conken, Senior Affairs Coordinator

Summary:
RFP 502-18; Furnish Meal Services for the Senior Center, was advertised May 6, 2018. The City issued the RFP for the following 1) Provide meals for the Senior Center congregate luncheon. 2) Provide meals for Home Delivery. Two firms, Great Western Dining Services, Inc. and City Management Services responded to this request for proposals and were duly evaluated. The evaluation committee consisted of Dalia Conken-Senior Affairs Coordinator, Deb Corral – Assistant Finance Director and Todd Randall – City Engineer. Great Western Dining received the highest rating for this proposal.(See Attached Scoring Sheet)

Fiscal Impact:

Reviewed By: 
Finance Department

The proposal will be funded through the House Bill II line item. 17-4017-42610. Average indefinite quantity is budgeted at \$180,200.00.

Attachments:

Evaluation Summary
Copy of the Proposal

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Award RFP 502-18 to Great Western Dining, Inc.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

REQUEST FOR PROPOSALS

FURNISH MEAL SERVICES FOR THE SENIOR CENTER

FOR THE CITY OF HOBBS, NEW MEXICO

PROPOSAL NO. 502-18

The City of Hobbs, New Mexico is requesting proposals from qualified proposers interested in furnishing MEAL SERVICES FOR THE SENIOR CENTER. Written proposals will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E Broadway St, Hobbs, New Mexico 88240,
DEADLINE: 2:00 P.M. MAY 24, 2018.

Submitted proposals shall not be publicly opened. Any proposals received after that time will be returned unopened. The fact that a proposal was dispatched will not be considered.

Copies of the specifications may be obtained without charge from the office of the Finance Director. Contact Shelly Raulston for copies; 575-397-9244.

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

CITY OF HOBBS, NEW MEXICO

Manny Gomez,
Acting City Manager

Publication Date: MAY 6, 2018

Request For Proposal # 502-18
Furnish Meal Services for the Senior Center

Item #	Description	Great Western Dining	City Management Services
1	Staff Experience and References	17%	19%
2	Meal Planning and Preparation	18%	17%
3	Ability to meet supply time and requirements	18%	13%
4	Price Consideration	40%	8%
	TOTALS	93%	57%

The City of Hobbs is requesting proposals to furnish MEAL SERVICES FOR THE SENIOR CENTER.

We request that your proposal be made in conformance with the guidelines contained herein on the proposal form. The contract will be awarded to the company with the proposal determined to be the most advantageous to the City of Hobbs and based on the evaluation criteria specified.

EVALUATION OF PROPOSAL:

Proposal will be evaluated on the following basis (all topics are as presented in the text of this proposal):

- | | | |
|----|---|-----|
| 1. | Staff Experience and References | 20% |
| 2. | Meal Planning and Preparation | 20% |
| 3. | Ability to meet supply time and requirements schedule | 20% |
| 4. | Price Consideration | 40% |

Additional points may be added based on Resident/Veterans Bidder Preference.

SECTION I - Instructions To Bidders

1. Sealed proposals will be received by the City of Hobbs, New Mexico, in accordance with the Proposal Advertisement. Offerors shall use the proposal form included with the specifications. Proposal forms must bear the signature of the offeror to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), offerors shall complete the attached Campaign Contribution Disclosure form. Failure of offerors to complete proposal documents in accordance with all instructions provided is cause for the City of Hobbs to reject proposals.
2. Proposals must be submitted in a sealed envelope with the outside clearly marked: **PROPOSAL NO. 502-18 MEAL SERVICES FOR THE SENIOR CENTER.**
3. All proposals are subject to all applicable taxes. Any contracts that include labor or services require that the full amount be subject to the City of Hobbs Gross Receipts Tax. Do not include the taxes in the total bid price. Taxes will be added and paid at time of billing.
4. RFP Amendments Should any amendment to this Request for Proposals be deemed necessary between issuance of the Request for Proposals and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
5. Proposals received after the Deadline, are non-responsive. Proposals will be reviewed for completeness and compliance with mandatory requirements. If any proposal submitted is deemed non-responsive, the offeror will be notified in writing of such determination.
6. Proposal Evaluation The Selection Committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine the best responsible proposal. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The City of Hobbs will forward recommendations to the City Commission which will make the final award(s). The City reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive informalities.
7. It is agreed that proposals accepted by the City shall be valid for a period of sixty (60) days following the date of proposal opening.

SECTION II - Award of Contract

1. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive

irregularities in proposals, to reject any or all proposals or portions thereof. The City Commission may accept any proposal that in its opinion is in the best interest of the City of Hobbs.

SECTION III Payment

1. Payment will be made within fifteen (15) days after certification from the Senior Center that all terms of the contract have been met.

SECTION IV TERM OF CONTRACT

1. The term of this contract shall be for one (1) year from the date of written notification of award of proposal, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the City of Hobbs and the vendor, in accordance with the Attorney General ruling.

SECTION V References

1. It will be the responsibility of the offeror to furnish the names, addresses, and phone numbers of at least three (3) current commercial type businesses they are presently servicing and have serviced for at least one year.

SECTION VI INSURANCE

1. The successful offeror shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

The City of Hobbs shall be named as an additional insured.

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

DETAILED SPECIFICATIONS MEAL SERVICES

GENERAL:

The City of Hobbs is seeking proposals to provide meal services for the needs of the Senior Citizens of Hobbs. Proposals shall be equal to or exceed the following specifications.

The City of Hobbs shall have the right at any time to make periodic unannounced inspections of the kitchen where meals are prepared, and/or the location where meals are packaged, to observe operations.

I. SENIOR CENTER LUNCHEONS

- A. Time - Monday through Friday, except on City holidays, to be ready at 11:30 a.m. for pick-up or to be delivered by 11:45 a.m. by the supplier.
- B. Number- Approximately 500 meals weekly. This number will vary. Successful vendor will be notified in advance the number of meals requested for each day when the menu is turned in by City of Hobbs personnel.
- C. Diabetic Option-Successful vendor will provide a total of 10 additional alternative diabetic dessert options daily for the Senior Center Luncheon.
- D. Regulations – Successful vendor must conform to Older Americans Act - Section 307 (a) (13) (K) & Section 339.
- E. Menu - Every two months the City will send menus and recipes to the supplier that must be followed according to the State guidelines. (Website to be provided to successful vendor upon award of Contract.)
- F. Packing
 - 1. Suppliers within five-mile radius will place the food in containers compatible to City steam tables and cold tables. Each pan of food will be labeled with contents of the container and the number of servings. The City will provide transport containers for pick-up by City staff. It will be the City of Hobbs responsibility to load containers into City vehicles. Packing temperature logs must be taken by the supplier and submitted with the daily lunch.
 - 2. Suppliers outside the five-mile radius will deliver food to the City of Hobbs Senior Center in City approved food transport containers. Packing temperature logs must be taken by the supplier and submitted with the daily Home Delivered lunch.

G. Cost - Monthly billing for meals provided for luncheons shall be accurate, complete and submitted to the City of Hobbs in a detailed invoice no later than the 5th business day of each month.

H. Equipment - Supplier must supply all equipment necessary to provide hot food to meet the standing requirements of E.I.D. The Supplier will be responsible for cleaning of the transport meal containers. Supplier will also be responsible for general upkeep of the Oliver Packaging Machine. Problems with the Oliver Packaging Machine will be reported to the City of Hobbs. In turn the City of Hobbs will contact Oliver Packaging Equipment and Supply to coordinate repairs.

II. HOME DELIVERED MEALS

A. Time - Monday through Friday, with the exception of some City holidays. The Home Delivered meals are to be ready at 8:45 a.m. for pick-up. If delivery by the supplier is required by the five mile radius rule, meals should be delivered to the City of Hobbs Senior Center, located at 200 E. Park St. by 8:45 a.m. for subsequent delivery by City of Hobbs staff.

B. Number - Approximately 500 meals per week.

C. Regulations - Must conform to Older Americans Act Section 307 (a) (13) (K) & Section 339.

D. Diabetic Option- The supplier will provide an alternative dessert option for diabetic trays as needed.

E. Delivery - List with names and addresses of each route will be provided daily by the City. The supplier will provide the correct number of meals for each route or container as required by the five-mile radius rule.

1. Cancellation is acceptable until 8:30 a.m. daily, with corrections including additions and deletions. Supplier will adjust route sheets accordingly.

F. Packaging - All meals shall be packaged using the Oliver Packaging Equipment. This equipment will be provided by the Oliver Packaging Equipment and Supply Company, through the City of Hobbs, to the supplier. Each tray will be sealed properly and diabetic meals shall be labeled properly. Packing temperature logs must be taken daily by the supplier and submitted with the daily Home Delivered paperwork

G. Milk for the congregate meals will be delivered to the supplier on Mondays

PROPOSAL NO. 502-18

(except Holidays, then Tuesdays) and must be kept at correct milk temperature, 38 degrees. This milk will be picked up by the delivery drivers on that same day for delivery.

- H. Menu - Every two months the City will send menus and recipes to the supplier that must be followed according to the State guidelines. (Website to be provided to successful vendor upon award of Contract)
- I. Cost - Monthly billing for meals provided shall be accurate and complete and submitted to the City of Hobbs in a detailed invoice no later than the 5th business day of each month.
- J. Meal Containers - It shall be the responsibility of the City of Hobbs to furnish Oliver Trays (individual meal containers) and the film used to cover the trays. The supplier will notify City of Hobbs personnel when more containers or film are needed.
- K. Non-food and Other Supplies - The City agrees to pay for the actual cost of any packaging supplies needed for both the Congregate and Home Delivered meals.

III. RAW FOOD REQUIREMENTS

No less than 30% of raw food for Senior Center luncheons and Home Delivered Meals must be of United States origin.

The City of Hobbs personnel reserves the right to visit the successful contractor's facility for inspection and taste evaluation on an unannounced basis.

The successful vendor shall provide the City of Hobbs with a current Environmental Inspection Department annual operating permit. The City of Hobbs must have a copy of the certificate prior to the execution of the contract. The successful vendor shall also comply with all Federal, State, County and local laws, ordinances and regulations regarding food quality, preparation and the public health and safety.

VENDOR REFERENCES AND EXPERIENCE

Please list below in the space provided three references and a detailed list of experience. If additional space is required or you wish to provide additional information on a topic please use a separate sheet of paper.

REFERENCES MINIMUM OF 3 PAST/PRESENT CUSTOMERS INCLUDE NAME, ADDRESS AND PHONE NUMBER.

1. *Midland College
3600 N. Garfield
Midland, TX 79705-6397
Dr. Steve Thomas, President
Mr. Rick Bender, Vice President for Administrative Service
432-685-4500*

2. *University of the Southwest
6610 North Lovington Highway
Hobbs, NM 88240
Dr. Quint Thurman, President
Dean of Enrollment Management & Campus Life, Michele Goar
Dean of Students: Bill Weidner
575-392-6561*

3. *South Plains College
1400 College Avenue
Levelland, TX 79336
Dr. Robin Satterwhite, President
V.P. Finance & Admin.: Mr. Ronnie Watkins
Ms. Theresa Green, Vice President for Business Affairs
806-894-9611*

LIST BELOW IN DETAIL: MEAL PLANNING AND PREPARATION INCLUDE HOW LONG IN BUSINESS AND QUALITY OF FOOD.

Great Western Dining Service, Inc. has been providing excellent food and service for our clients since 1990. Since 2006, GWD has met the dining needs in the Agnes Kastner Head Community Center with tasty and nutritious luncheon meals served at the Senior Center and individually packaged nutritious meals for the Home Delivered Meals Program for the homebound elderly citizens of Hobbs. We are extremely proud of our partnership with the City of Hobbs.

GWD has the meal plan experience necessary to satisfy the dietary needs of people from all age groups from Day Care to Schools to Senior Citizens including preparing special diets such as diabetic, low-sodium, bland, etc. We have successfully served meals for the Senior Center and Home Delivered Meals Programs for the last twelve years, fulfilling the needs of the senior and disabled citizens of Hobbs. Meal planning is done two weeks in advance. We concentrate on

FRESH when preparing our home-style meals and use only the finest of ingredients delivered from US Foodservice, our distributor, twice per week. The close proximity to the Senior Center of our operation limits the amount of time that meals must spend in transit before they are consumed.

DISCUSS QUALIFICATIONS AND EXPERIENCE WITH MEAL PLANS AND DIETARY FOR SENIOR CITIZENS FOR MEAL PREPARATION

GWD prepares high-quality meals based upon the specific dietary requirements of the Home Delivered Meals and Senior Center Programs under State guidelines and the Older American Act Dietary Guidelines for Americans along with feedback received from the Center. Our expert food preparation using the highest quality of ingredients ensures our meals meet the nutrition needs and tastes of your senior and homebound populations, providing high value at an affordable cost and meeting the minimum percentage of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Meals are carefully packaged in bulk for the Senior Center and individually for the Home Delivered Meals Program insuring that from the first meal to the last, our superior standards are met.

GWD is known for the quality of its employees and the responsiveness of its management. Meals are efficiently prepared off-site, less than five (5) miles from the Senior Center, under the expert supervision of our Food Service Director, Mr. Charlie Acevedo. Charlie is knowledgeable and his training ensures that meals not only taste exceptional, but meet the dietary needs of his customers. Charlie will continually review and analyze current work methods to improve and simplify operational procedures. He insures that the proper standards of sanitation, safety and security are followed. Charlie also provides on-going training for his staff, motivating and developing their potential abilities and providing growth opportunities. Their level of care for our customers is reflected in the quality of the service they provide.

LIST ALL THE EMPLOYEES THAT WILL BE INVOLVED IN THIS CONTRACT INCLUDE IN THE PROPOSAL THE EMPLOYEES RESUMES

EMPLOYEE	TITLE	NUMBER OF YEARS EXPERIENCE
Juan (Charlie) Acevedo	Food Service Director	3
Michelle DeLacruz	Cook/Sr. Center	3
Graciela Ortega	Baker/Sr. Center	6

INDICATE HOW YOU PLAN TO MEET SUPPLY TIME AND REQUIREMENTS SCHEDULE.

In order to meet the supply time requirements, Great Western Dining has two employees exclusively dedicated to producing the meals for the Senior Center/Home Delivered Meals. Their primary responsibilities are ensuring that the Senior Center and Home Delivered Meals are properly prepared and packaged timely. The Food Service Director is also responsible for the production of meals and has the skill and ability to produce meals as well. In addition, the full kitchen staff at University of the Southwest is available if needed. We will adjust schedules as necessary to make sure the supply times are met on a daily basis. We have a very good record

PROPOSAL NO. 502-18

of timeliness with meal production for the Senior Center/Home Delivered Meals. The daily goal is to be ready with all meals 15 minutes before the desired pick up time.

MEAL SERVICES FOR THE SENIOR CENTER

TO: The City of Hobbs, New Mexico

MAY 24, 2018

Proposal of GREAT WESTERN DINING SERVICE, INC.:

- A) A Corporation under the laws of the State of MISSOURI; or
- B) A partnership consisting of _____; or
- C) An individual trading as _____.

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

Veterans Preference Number

Resident Preference Number

GREAT WESTERN DINING SERVICE, INC.
COMPANY NAME

BY: John Nilges

JOHN NILGES
TYPE OR PRINT NAME

PO BOX 699
ADDRESS

TIPTON, MO 65081
CITY STATE ZIP

(800) 575-5516
TELEPHONE NUMBER

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

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

AMENDMENT NO: _____ DATED: _____ AMENDMENT NO: _____ DATE: _____

AMENDMENT NO: _____ DATED: _____ AMENDMENT NO: _____ DATE: _____

MEAL SERVICES FOR THE SENIOR CENTER

EACH OFFEROR MUST COMPLETE THE FOLLOWING STATEMENT:

Proposal of Great Western Dining Service, Inc. proposes to furnish the following.

ITEM NO.	EST. QTY.	DESCRIPTION	EACH	TOTAL
1	100 meals daily	Price per meal prepared for Senior Center Lunches	\$3.97*	\$397.00
2	100 meals daily	Price per meal prepared for Home Delivered Lunches.	\$3.97*	\$397.00
		TOTAL	\$	

**THIS PRICE IS FOR YEAR ONE (1) OF CONTRACT ONLY. PRICE PER MEAL RATES WILL INCREASE BY THE CONSUMER PRICE INDEX "FOOD AWAY FROM HOME" FOR ALL URBAN CONSUMERS EACH SUBSEQUENT YEAR OF THE CONTRACT.*

***** 2 TOTAL ITEM(S) *****

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

John Arlge
Signature

May 18, 2018
Date

President
Title (Position)

Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

NON-COLLUSION AFFIDAVIT

STATE OF Missouri)

City OF Tipton)

John Nilges (name) being first duly sworn, deposes and

says that he/she is (title) President

of (organization) Great Western Dining Service, Inc.

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

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

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

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

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

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

By: John Nilges

Title: President

SUBSCRIBED and sworn to before me this 18th day of May, 20 18

Notary Public: Betsy Koelner

My Commission Expires: 6/11/2018

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commissioners, administration officials, department heads, and key management supervisors with the City of Hobbs?

YES ___ NO X

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2017 to which City of Hobbs was, is to be, a party?

Sales, Purchase or leasing of property? YES ___ NO X

Receiving, furnishing of goods, services or facilities? YES X NO ___

Commissions or royalty payments? YES ___ NO X

2017 CONTRACT FOR SENIOR CENTER MEALS AND HOME DELIVERED MEALS

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?

YES ___ NO X

4. At any time from January 1, 2017 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?

YES ___ NO X

5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs? NO

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?

YES ___ NO X

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

belief.

Signature of Owner or Company President

John Nilges

Date *May 19, 2018*

(Print Name and Title): John Nilges, President

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

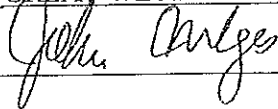
The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further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

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

I acknowledge:

Company Name: GREAT WESTERN DINING SERVICE, INC.

Signature _____



Print Name John Nilges

Juan "Charlie" Acevedo

HIGHLIGHTS

- Highly responsible and reliable
- Exceptional interpersonal skills
- Works well under pressure
- Extensive hospitality background

PROFESSIONAL EXPERIENCE

2016-Present

Great Western Dining

Food Service Director

University of the Southwest, Hobbs NM

- Responsible for the daily food-service program for students, faculty and staff.
- Responsible for meal preparation for Hobbs Senior Center and Home Delivered Meals.
- Manage production, inventory, distribution of food.
- Schedule, organize, and implement catering functions.
- Supervision of staff, both students and full-time employees. Hire, train, counsel, and relieve staff of duties as needed.
- Ordered supplies, budgeted expenses for facility, calculated payroll, control inventory and produced a Weekly Control Report.

2015-2016

Great Western Dining

Chef

Hobbs, NM

- Effectively used items in stock to decrease waste and profit loss.
- Responsible for buffet and salad bar for dinner service.
- Communicated with kitchen staff regarding customer allergies, dietary needs and other special requests.
- Supported other areas as necessary, such as setup, cleanup, prep work and equipment maintenance.

2015-2016

Acevedo's Burgers and More

Hobbs, NM

Self Employed

- Owner/operator of mobile food and event venue.
- Responsible for food prep, cooking, operations.

PROFESSIONAL EXPERIENCE (CONT'D)

2014-2015

Blaine Industry

Delivery/Warehouseman

Hobbs, NM

- Transported supplies to area businesses.

2011-2014

Forklift Enterprises

Salesman

Hobbs, NM

- Responsible for sale of oilfield supplies.

2002-2010

Pizza Inn

General Manager

Hobbs, NM

- Maintained knowledge of current menu items, garnishes, ingredients and preparation methods.
- Delivered exceptional service by greeting and serving customers in a timely, friendly manner.
- Managed closing duties, including restocking items and reconciliation of the cash drawer.
- Consistently adhered to quality expectations and standards.
- Correctly calculated charges, issued bills and collected payments.
- Checked in deliveries and signed off on products received.
- Actively complied with all health department regulations.
- Supported other areas of the restaurant as necessary, such as setup, cleanup, prep work and equipment maintenance.

REFERENCES AVAILABLE UPON
REQUEST

Graciela Ortega

SKILLS/TRAINING

Basic cooking skills with knowledge of seasonings and batch cooking technique. Trained in safe food handling methods and proper preparation techniques to insure quality product for optimal presentation. Bilingual.

PROFESSIONAL EXPERIENCE

2015-Present

Great Western Dining

Baker/Production for Senior Center

- Responsible for the preparation and packing of meals for Meals-On-Wheels and Hobbs Senior Center.
- Stored food appropriately before, during and after preparation.
- Checked food deliveries against orders.
- Assisted the director with meal planning, purchasing and maintaining staples inventory on hand.
- Ensured that minimum requirements are met for the Program.
- Maintained food production records for each meal and snack prepared.
- Performed other duties assigned by the immediate supervisor.

2012-2015

Great Western Dining

Baker

University of the Southwest, Hobbs NM

- Produced menus for breakfast, lunch, dinner, catering and special events. Ensured quality of food items.
- Prepared food items consistently by adhering to all recipe, quality, presentation standards
- Ability to work from prep and par lists and commit food specifications to memory
- Maintained a safe working environment using proper food handling skills within food safety guidelines and maintained logs
- Responsible for regulating temperature of ovens, broilers, grills, and roasters
- Other duties as assigned.

04/2009-01/2010

BH Janitorial Services

Crew Member

- Performed duties as assigned for business that provided cleaning services for residential and business clients.
- Maintained positive work habits.
- Performed duties efficiently and productively.
- Maintained personal qualities appropriate for assigned job.

01/2009 - 07/2009

Care-A-Van Services

Driver

Hobbs, NM

- Transported agency staff and medically fragile and physically disabled and their household members to and from locations as needed.
- Maintained van in good working condition – conducted regular inspections and sought repairs and maintenance as needed.
- Ensured that van was clean, safe, and properly stocked with fully functioning seat-belts, tie-downs, first-aid kit, maps and a fire extinguisher.
- Parked van in a safe and secure location and supervised van as needed.
- Operated and maintained equipment in a safe manner at all times.

01/2009 - 07/2009

Boca Burger, RMS Foods

Production Line Worker

Hobbs, NM

- Production of soy-based, meat-alternative products from veggie burgers to breakfast soy links.
- Performed additional responsibilities as assigned.

REFERENCES AVAILABLE UPON REQUEST

Michelle DeLaCruz

SKILLS/TRAINING

Over 15 years food service experience. Hard worker and a team player. Trained in safe food handling methods and proper preparation techniques to insure quality product for optimal presentation. Bilingual.

PROFESSIONAL EXPERIENCE

2015-Present

Great Western Dining

Cook/ Supervisor

University of the Southwest, Hobbs NM

- Responsible for the daily preparation and packaging of meals for Meals-On-Wheels and Hobbs Senior Center programs.
- Coordinate meal preparation to meet deadlines for meal pick-up times.
- Other duties as assigned.

08/2014-06/2015

Tia Juana's Mexican Grille & Cantina

Server

Hobbs, NM

- Cultivated unique and memorable dining experiences
- Interacted with guests
- Took orders and delivered food and beverages in a timely manner
- Maintained high level of product knowledge
- Proper Food Handling

2010-2011

The Castle Restaurant

Cook

Hobbs NM

- Worked with other team members to wash, peel, cut a wide variety of fresh produce
- Used ovens and grills to bake, roast and grill vegetables and proteins
- Followed recipes
- Cashiered and served as needed; other duties as assigned.

2004-2006

Holidaze Restaurant & Lounge

Server

- Delivered food and drinks to guests.
- Greeted guests, answered questions, made suggestions regarding food, drinks, and service.
- Interacted verbally with all guests creating a friendly and upbeat atmosphere.
- Relayed orders to service bar and kitchen via the point-of-sale computerized register system.
- Presented guest check to each table and accepted payment. Made correct change and/or completed the proper charge card procedure.
- Participated in the clearing and resetting of tables.

REFERENCES AVAILABLE UPON REQUEST