

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

December 21, 2020



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

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

Monday, December 21, 2020 – 6:00 p.m.

Virtual Meeting Held by Video Conference

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderon
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the December 7, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of December, 2020 (*Manny Gomez, Acting City Manager*)
 - 5 years – Shannon Arguello, Municipal Court
 - 5 years – Dustyn Wright, Hobbs Police Department
 - 10 years – Ryan Inman, Hobbs Fire Department
 - 10 years - Christopher Maynard, Utilities Department
 - 20 years – Timothy Woomer, Utilities Department
 - 25 years – James Marshall, Hobbs Fire Department

3. Presentation of Partners' Thank You Certificate from the U. S. Census Bureau (*Meghan Mooney, Communications Director*)

PUBLIC COMMENTS

Written public comments are welcome. Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on December 21, 2020.

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

4. Resolution No. 7009 – Authorizing the Opening of a New Special Revenue Fund in Accordance with State Audit Rule 2.2.2.10(O) (*Toby Spears, Finance Director*)

5. Resolution No. 7010 – Authorizing the Appointment of Hector Baeza to the Labor Management Relations Board as the Joint Appointee (*Mayor Sam Cobb*)

6. Resolution No. 7011 – Authorizing a Modification of Sub-Leases with the Economic Development Corporation of Lea County Relating to a Landlord Consent and Estoppel Certificate with Covenant Hospital (*Efren Cortez, City Attorney*)

7. Resolution No. 7012 - Authorizing the Mayor to Execute a Notice of Termination of Leases with Lea Regional Hospital, LLC (*Efren Cortez, City Attorney*)

DISCUSSION

8. COVID Vaccination Plan (*David Shaw, CEO, Nor Lea Hospital District*)

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

9. **FINAL ADOPTION:** Ordinance No. 1129 – Authorizing the Mayor to Execute a Lease Agreement with FlexSteel USA, LLC, for Lease of Municipal-Owned Property at 5801 North Lovington Highway (*Efren Cortez, City Attorney*)
10. Resolution No. 7013 – Authorizing the Purchase of Two (2) 2021 Type 1 Medix Ambulances Utilizing HGAC Contract Pricing in the Amount of \$399,944.00 (*Barry Young, Deputy Fire Chief*)
11. Resolution No. 7014 – Authorizing the Purchase of One (1) Smeal 100' Aerial Platform Fire Apparatus and Additional Equipment Utilizing HGAC Contract Pricing in the Amount of \$1,470,354.00 (*Barry Young, Deputy Fire Chief*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:
 - City Commission Regular Meeting
Monday, January 4, 2021, at 6:00 p.m.

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: December 14, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of December 7, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

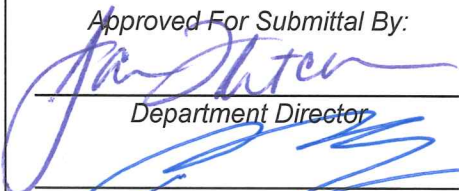
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, December 7, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

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

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Toby Spears, Finance Director
Tim Woomer, Utilities Director
Shelia Baker, General Services Director
Jan Fletcher, City Clerk

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

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

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

Invocation and Pledge of Allegiance

Commissioner Penick delivered the invocation and Commissioner Newman led the Pledge of Allegiance.

Closed Session

The City Commission convened in a virtual closed session on Monday, December 7, 2020, at 5:00 p.m., for the discussion of the purchase, acquisition or disposal of real property at the Hobbs Industrial Air Park. The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, the closed session was held as a virtual meeting conducted by video conference.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, November 16, 2020, be approved as written. Commissioner Newman seconded the motion and a roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations and/or awards of merit presented to the Commission.

Public Comments

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on December 7, 2020. There were no comments submitted.

Commissioner Calderón thanked Mayor Sam Cobb, Senator Gay Kernan and the many others for their helping in getting Albertson's re-opened after its recent COVID closure. He expressed the importance of everyone working together and following State safety requirements by wearing a mask and not spreading COVID-19 in order to get kids back in school. Commissioner Calderón stated "We can work together!"

Consent Agenda

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

Resolution No. 7007 – Approving the Final Plan of the Sweet Home on Alabama Subdivision, Unit Two, as Submitted by Berry & Gomez, LLC, Located Northeast of the Intersection of Alabama and Knowles Road.

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

Discussion

There were no items for discussion presented to the Commission.

Action Items

Resolution No. 7008 – Authorizing Grant Funding for Certain Additional Small Businesses Pursuant to the CARES Act Relief Funds Small Business Continuity Grants.

Mr. Toby Spears, Finance Director, stated the City of Hobbs was awarded a Federal CARES Act Relief Funds Small Business Continuity Grant in the amount of \$658,969.00. He stated the New Mexico Department of Finance and Administration (DFA) has oversight on this overall grant and has provided a recommended process as well as procedure guidelines to municipal governments. Mr. Spears further stated the City established an application process for small businesses headquartered in Hobbs, New Mexico. He stated on September 21, 2020, the City Commission approved Resolution No. 6973, which approved the application process for the Grant. Pursuant to that process, the small businesses identified in "Exhibit A" have successfully submitted an application for grant funding. Mr. Spears stated the approval of this resolution would authorize the Finance Department to encumber those funds from the balance of the grant funds and begin the reimbursement process to the businesses. He stated, if the Commission approves tonight's resolution, the Grant in amount of \$658,969.00 will be fully encumbered. He added 87 applicants have been previously approved. Mr. Spears stated 28 applicants have qualified for funding to be approved at tonight's meeting as follows:

1. Home Entertainment and Security
2. Rockwind Grill, LLC
3. Pacific Rim, Inc.
4. Heavenly Touch Massage Therapy
5. Carranza & Sons Trucking
6. Cimmarron, Inc. DBA Diamond Lil's
7. Esther's Style Inn & Boutique
8. Got 2 Sew, LLC
9. Sweet & Spicey Memories

10. Advanced Bodywork and Massage
11. Cactus Holding, LLC DBA Dickey's BBQ Pit
12. Anna Caliendo-Hairdresser
13. Hobbs Therapeutic Massage Center
14. Bootsie's Western Store
15. The Kountry Korral, Inc.
16. Hollywood Nails & Spa
17. Muscle Therapy Center
18. Jaco3, LLC
19. Carranza Trucking, LLC
20. The Sawyers Law Group, LLC
21. Denta Dental
22. Classy Nails Partnership
23. American Transmission
24. Baker Brothers Holiday Restaurant
25. High End RG Productions, LLC
26. On Point Plumbing, LLC
27. Food Matters, LLC
28. Teen Court of Lea County, Inc.

Mayor Cobb expressed appreciation to Mr. Spears and Ms. Debbie Trice, Accounting Operations Analyst, for doing a great job allocating \$658,969.00 in grant funds and working with all of the small businesses.

Commissioner Newman stated he talked to an individual who expressed his appreciation to the City for handling the grant in a smooth manner.

Commissioners Newman, Penick, Calderón, Fields and Gerth echoed Mayor Cobb's remarks and thanked Mr. Spears and Ms. Trice for going above and beyond in assisting businesses with the CARES Act grant funds requests.

There being no further comment or discussion, Commissioner Newman moved that Resolution No. 7008 be adopted as presented. Commissioner Calderón seconded the motion and a roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1128 - Amending Chapter 2.60 of the Hobbs Municipal Code Related to Labor Management Relations.

Mr. Efen Cortez, City Attorney, explained the proposed ordinance and stated during the 2020 Regular Legislative Session, the New Mexico Legislature passed House Bill 364 which amended the Public Employees Bargaining Act (NMSA 1978, § 10-7E-1, et seq.).

He further stated on March 5, 2020, Governor Michelle Lujan Grisham signed HB 364, which in part requires local governments to submit to the State Public Employees Labor Relations Board (PELRB) a copy of an updated local ordinance that reflects the changes required by HB 364. The PELRB has approved a model ordinance and the proposed ordinance substantially complies with the approved model ordinance. Mr. Cortez stated failure to adopt a local ordinance that substantially complies with the model ordinance may result in the local government losing its local labor board. The proposed Ordinance was published on November 8, 2020, in compliance with NMSA 1978, § 3-17-3, and is presented tonight for final approval.

Proper publication having been made, and there being no public comments or discussion, Commissioner Calderón moved to adopt Ordinance No. 1128 as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields 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.

Consideration of Approval of a Professional Service Agreement with ARC Janitorial for Janitorial Services.

Ms. Shelia Baker, General Services Director, stated RFP #518-20 for janitorial services was approved by the City Commission at its meeting held on July 20, 2020. Since that time, negotiations were conducted to adjust the professional services agreement in order to meet fiscal restraints while delivering an acceptable level of service. The professional service agreement with ARC Janitorial will be for janitorial services at Hobbs City Hall in the amount of \$64,092.90 and shall be for one year from the date of execution and may be renewed for up to three additional one-year terms upon written approval by both parties. The agreement may be terminated by either party, at any time, with or without cause upon a minimum of 30-days advance written notice to the other party.

There being no discussion, Commissioner Fields moved to approve the janitorial services with ARC Janitorial in the amount of \$64,092.90. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Professional Service Agreements with Community Maintenance for Janitorial Services.

Ms. Baker stated the City Commission approved the award of RFP 519-20 on July 20, 2020, for janitorial services at City facilities. Community Maintenance was awarded professional service agreements for the Library, Utilities, Garage, Teen Center, Municipal Court, Street & Traffic, Building Maintenance, Police Department, Forensic Lab, District Attorney's Office, Animal Adoption Center, Hobbs Express, Parks Operations Center, Motor Vehicle Department and Rockwind Community Links. Since that time, negotiations were conducted and the professional services agreements were adjusted to meet fiscal

restraints while delivering an acceptable level of service. The professional service agreements shall be for one year from the date of execution and may be renewed for up to three additional one-year terms upon written approval from both the City and Community Maintenance prior to the expiration of any one-year term. The agreements may be terminated by either party, at any time, with or without cause, upon a minimum of 30-days advance written notice to the other party.

Mayor Cobb thanked Ms. Baker and staff for negotiating with these vendors to provide adequate janitorial services with subsequent savings to the City.

There being no discussion, Commissioner Gerth moved to approve the janitorial services with Community Maintenance in the amount of \$294,815.66. Commissioner Newman seconded the motion and a roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1582-21 to Furnish Three (3) 2021 Generator Units, Automatic Transfer Switches and Installation and Recommendation to Accept the Bid of Southeast Electric in the Amount of \$282,528.89 (Including NMGRT).

Ms. Baker explained Bid No. 1582-21 and stated the City of Hobbs would like to purchase three generators and automatic transfer switches to replace the existing units utilized by the Police Department, City Jail/District Attorney's Office and Fire Station No. 3. The generators and automatic transfer switches were purchased in 1999 in preparation for Y2K and are used to continue power to the buildings and computer systems in the event of power outages. She stated at this time they have exceeded their useful life and need to be replaced. They have mechanical issues that could create safety problems and have hard to find, antiquated replacement parts. Ms. Baker stated the replacement units have an estimated service life of at least 20 years. An advertisement for Bid No. 1582-21 was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms with a total of 18 companies on the plan holders list. Four bids were submitted and it is the recommendation of the General Services Dept. that the bid be awarded to Southeast Electric as the low bidder in the amount of \$264,509.00 not including tax. She stated two of the units will go to auction and the third unit will be used as a backup generator.

There being no discussion, Commissioner Newman moved to accept the bid of Southeast Electric in the amount of \$282,528.89 to furnish three generator units, automatic transfer switches and installation. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1579-20 for Phase 11 Waterline Replacement Project and Recommendation to Accept the Bid of Ferguson Construction in the Amount of \$1,111,306.11 (Including NMGRT).

Mr. Tim Woomer, Utilities Director, explained Bid No. 1579-20 and stated the scope of work for the Phase 11 Waterline Replacement Project includes the installation of 9,105 feet of new 6" and 10" C-900 PVC waterline to replace old existing water distribution mains, fire hydrants, new control valves, water service laterals, as well as miscellaneous concrete and pavement replacement at various locations throughout Hobbs. He added this project also includes the installation of a new 24" control valve at Caprock Street and Lovington Highway. Four qualified bids were received. Mr. Woomer stated the Engineer's estimate is \$979,099.00 and Ferguson Construction is the low bidder at \$1,040,427.02 (\$1,111,306.11 including GRT).

In response to Commissioner Newman's question, Mr. Woomer stated the project is funded out of the Enterprise Fund.

Mayor Cobb thanked Mr. Woomer and staff. He expressed his appreciation and stated it is good to improve the infrastructure throughout the community.

There being no further discussion, Commissioner Newman moved to accept the bid Ferguson Construction in the amount of \$1,111,306.11 including GRT for Phase 11 Waterline Replacement Project. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next Commission meeting will be held on Monday, December 21, 2020.

Acting City Manager/Fire Chief Gomez stated there are 15 citizens watching the meeting on Livestream.

Acting City Manager/Fire Chief Gomez recognized the following four firefighters who participated in a 20-week Fire Academy which included 240 hours in the classroom: Brandon Brown, Jaime Juarez, Edward Trevino and Shelton Nelson. He also expressed his appreciation to Battalion Chief Kevin Shearer and Deputy Fire Chief Barry Young for their assistance with the training program.

Acting City Manager/Fire Chief Gomez stated the City of Hobbs and the Hobbs Fire Department received a check donation in the amount of \$25,000.00 from Chevron to purchase equipment that will be used to assist in cleaning City facilities during the

pandemic. He expressed thanks and appreciation to Ms. Beverly Allen for securing these funds for Hobbs.

Acting City Manager/Fire Chief Gomez expressed his appreciation to Mr. Spears and Ms. Trice for the hard work they have done with the CARES Act grant funds. He stated that new funding is available for small businesses and the New Mexico Finance Administration will be accepting CARES Act grant applications until 12:00 p.m. on December 18, 2020.

Acting City Manager/Fire Chief Gomez encouraged citizens to visit the City of Hobbs' website and social media pages to stay updated on the City's hours of operation and any closures.

Commissioner Penick expressed his thanks to Chevron its donation to help buy equipment for the City. He stated it is good to work together as a community to keep everyone safe during this pandemic. He also stated he does not feel there is any need to close businesses and churches.

Commissioner Calderón announced the recent retirement of Mr. David Garcia, longtime director of Teen Court of Lea County.

Commissioner Newman stated citizens should pay attention when going shopping at the stores, and he discouraged taking the entire family when going to the store.

Commissioner Newman thanked City staff for their hard work.

Mayor Cobb thanked everyone for their attendance at tonight's meeting. He stated the Last Few Motorcycle Club is hosting their annual toy run on December 12, 2020. He stated raffle tickets to the event are \$10 and proceeds will be used to purchase toys for students at the Boys & Girls Club of Hobbs.

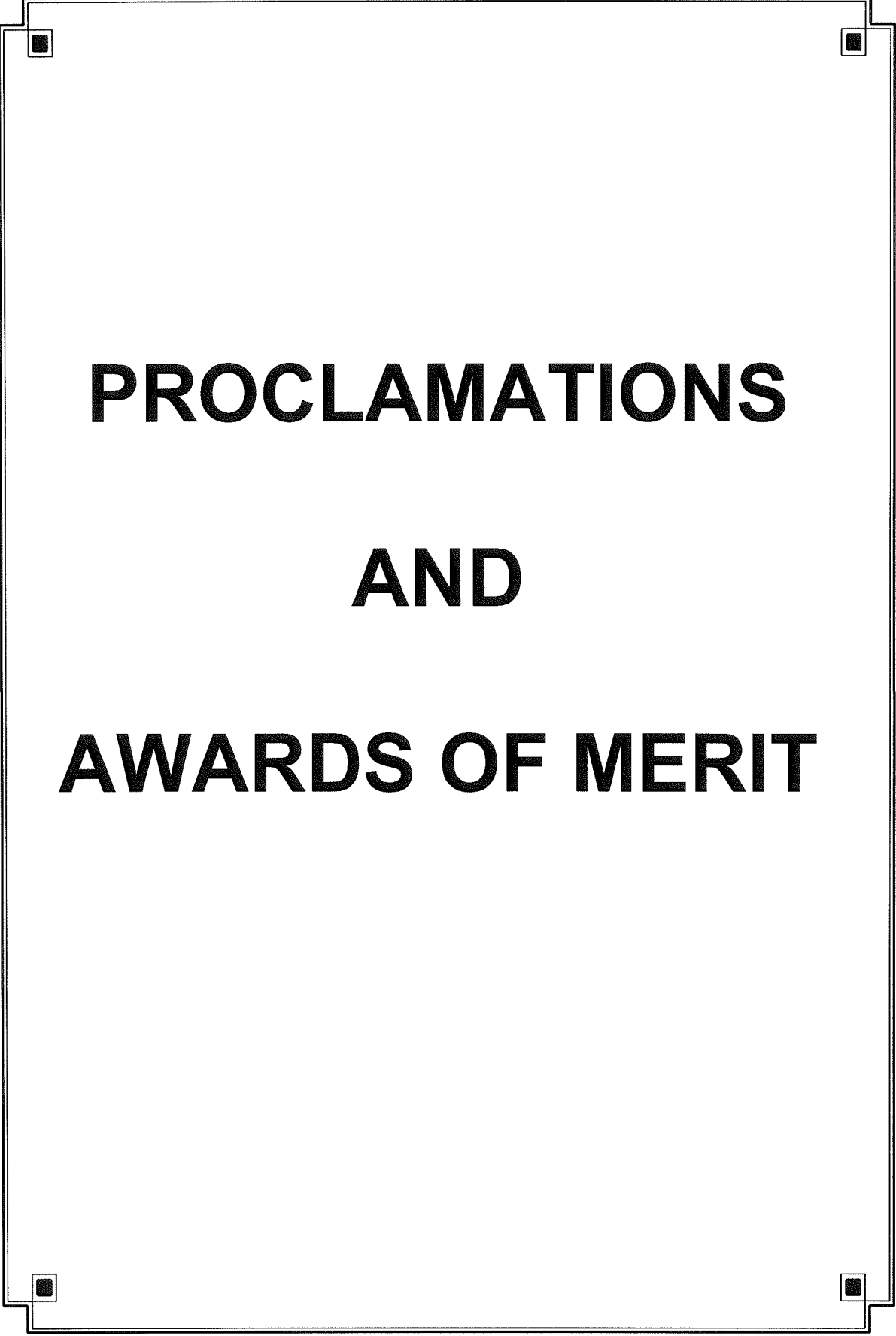
Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and a roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:38 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

AWARDS OF MERIT

December Milestones 2020

5 years

Shannon Arguello	Municipal Court	12/30/2015
Dustyn Wright	HPD	12/30/2015

10 years

Ryan Inman	HFD	12/27/2010
Christopher Maynard	Production	12/27/2010

20 years

Timothy Woomer	Utilities	12/31/2000
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25 years

James Marshall	HFD	12/17/1995
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United States®
**Census
2020**

*Thank
you*

THE U.S. CENSUS BUREAU HEREBY RECOGNIZES

The City of Hobbs

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.

Steven D. Dillingham

Dr. Steven D. Dillingham, Director
U.S. Census Bureau





CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: Opening a special revenue funds in accordance with State Audit Rule 2.2.2.10.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: December 15, 2020
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

A new special revenue funds need to be opened for FY2021:

- Fund 218 – Intergovernmental Grant Fund

State Audit Rule 2.2.2.10(O) mandates that authority must be granted for the creation of a special revenue funds. The creation of this funds will allow for good accounting practices for audit and reporting purposes.

Fiscal Impact:

A Budget Adjustment request will be used to transfer intergovernmental grant funds from the general fund budget to the new fund in both revenue and expense. The fund will be utilized going forward to house other intergovernmental grants.

Reviewed By: Toby Spears, CFE, CPA
Digitally signed by Toby Spears, CFE, CPA
 DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs, ou=Finance Director, email=tspears@hobbsnm.org, c=US
 Date: 2020.12.15 11:27:34 -0700
 Finance Department

Attachments: Resolution

Legal Review:

Approved As To Form: Efren A. Cortez
Digitally signed by Efren A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
 Date: 2020.12.15 13:52:32 -0700
 City Attorney

Recommendation:

Approve the resolution to open the funds listed above in accordance with GASB No. 54.

Approved For Submittal By:

Toby Spears,
CFE, CPA
Digitally signed by Toby Spears, CFE, CPA
 DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs, ou=Finance Director, email=tspears@hobbsnm.org, c=US
 Date: 2020.12.15 11:27:52 -0700

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. 7009

A RESOLUTION AUTHORIZING THE OPENING OF
1 NEW SPECIAL REVENUE FUND IN ACCORDANCE WITH
STATE AUDIT RULE 2.2.2.10 O

WHEREAS, in order to maintain good accounting practices for audit and reporting purposes, one new special revenue funds would be beneficial.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to effectuate this resolution authorizing the opening of Fund 218 – Intergovernmental Grants Fund in accordance with State Audit Rule 2.2.2.10 O.

PASSED, ADOPTED AND APPROVED THIS 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 12-21-20

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

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 12-9-20
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to appoint Hector Baeza to the Labor Management Relations Board as the Joint Appointee. This term expires September 1, 2021.

Fiscal Impact:

There is no fiscal impact to the current year budget.

Reviewed By: _____
Department

Attachments:

Resolution

Legal Review:

Approved As To Form: ELACE
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7010

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE AN APPOINTMENT TO
THE LABOR MANAGEMENT RELATIONS BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make the following appointment to the Labor Management Relations Board, this term will expire September 1, 2021:

Appoint - Hector Baeza as the Joint Appointee

PASSED, ADOPTED AND APPROVED this 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: A RESOLUTION AUTHORIZING A MODIFICATION OF SUB-LEASES WITH THE EDC OF LEA COUNTY RELATING TO A LANDLORD CONSENT AND ESTOPPEL CERTIFICATE WITH COVENANT HOSPITAL

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 15, 2020
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

The City of Hobbs and the Economic Development Corporation of Lea County (EDC of Lea County) entered into a lease for property located in the Hobbs Industrial Air Park section of Hobbs, NM, on May 2, 1983. The EDC of Lea County subsequently sublet a portion of the property to Lea Regional Hospital, LLC, on September 11, 2002. Lea Regional Hospital, LLC, has entered into an Asset Purchase Agreement with Covenant Hospital Hobbs wherein Covenant will purchase substantially all of the assets used in connection with the operations of Lea Regional Medical Center in Hobbs, New Mexico. As a result, the EDC of Lea County has executed a Landlord Consent and Estoppel Certificate wherein Covenant will assume the lease obligations previously held by Lea Regional Hospital, LLC. Adoption of this Resolution would provide the City's consent, as owner of the property, to the assignment of sub-lease to Covenant.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There is no fiscal impact for this Resolution as the terms of the original lease between the City and EDC of Lea County shall remain in place.

Attachments:

Resolution; Modification of Lease Agreement, and Landlord Consent and Estoppel

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7011

A RESOLUTION AUTHORIZING A MODIFICATION OF SUB-LEASES WITH THE EDC
OF LEA COUNTY RELATING TO A LANDLORD CONSENT AND ESTOPPEL
CERTIFICATE WITH COVENANT HOSPITAL

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 a Modification of Lease Agreement with the Economic Development Corporation of Lea County ("EDC of Lea County"), New Mexico, relating to a Landlord Consent and Estoppel Certificate with Covenant Hospital for property previously sub-leased by the EDC of Lea County to Lea Regional Hospital, LLC. A copy of the Agreement is attached hereto and made a part hereof.

PASSED, ADOPTED AND APPROVED this 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MODIFICATION OF LEASE AGREEMENT

This Modification of Lease Agreement is executed this ____ day of December, 2020, by and between the City of Hobbs, New Mexico, a municipal corporation (*hereinafter* “LESSOR”) and Economic Development Corporation of Lea County, New Mexico (*hereinafter* “LESSEE”).

WHEREAS, on May 2, 1983, LESSOR and LESSEE entered into a Lease Agreement related to certain property situated at the Hobbs Industrial Air Park (“Lease”); and

WHEREAS, on December 2002, LESSOR and LESSEE entered into a “Modification of Lease Agreement” wherein LESSOR consented to LESSEE sub-leasing the leased property to Lea Regional Hospital, LLC, dba Lea Regional Medical Center, a Delaware limited liability company authorized to transact business in New Mexico via a document titled “Modification, Restatement, and Amendment of Sub-Leases.”

WHEREAS, Lea Regional Hospital, LLC, has now entered into an Asset Purchase Agreement with Covenant Hospital Hobbs (“Covenant”), wherein Covenant will purchase substantially all of the assets used in connection with the operations of Lea Regional Medical Center in Hobbs, New Mexico (“Asset Purchase”).

WHEREAS, the parties again desire to modify the Lease in the following respects:

- 1) LESSEE has executed a Landlord Consent and Estoppel Certificate following the Asset Purchase wherein Covenant will assume the lease obligations previously held by Lea Regional Hospital, LLC. The Landlord Consent and Estoppel Certificate is attached hereto and incorporated herein by reference as though set for the in full in this paragraph.
- 2) LESSOR hereby consents to LESSEE’s execution of the Landlord Consent and Estoppel Certificate which incorporates the “Modification, Restatement, and Amendment of Sub-

Leases” between LESSEE and Lea Regional Hospital, LLC, previously referenced, and also describes the property to be sublet to Covenant as a result of the Landlord Consent and Estoppel Certificate outlined therein as Exhibits “A,” “B,” and “C.”

- 3) LESSOR further agrees that the three properties described upon Exhibits “A,” “B,” and “C” are situated within the boundaries of the property leased by LESSEE from LESSOR under the May 2, 1983, Lease.
- 4) The parties reaffirm that the rental to be paid to the LESSOR shall be twenty-five dollars (\$25.00) per acre on the portions sublet to Covenant, commencing with the effective date of the Landlord Consent and Estoppel Certificate.
- 5) Except as set forth herein, the May 2, 1983, Lease as previously modified is ratified and approved.

ECONOMIC DEVELOPMENT CORPORATION
OF LEA COUNTY, a New Mexico Corporation

By: _____
Missi Currier
President and CEO

ATTEST:

Secretary

CITY OF HOBBS, NEW MEXICO,
a Municipal Corporation

By: _____
Sam D. Cobb
Mayor

ATTEST:

Jan Fletcher
City Clerk

Lea Regional Medical Center

5419 North Lovington Highway
Hobbs, New Mexico 88240

October 28, 2020

Economic Development Corporation of Lea County
Attn: President
P.O. Box 1376
Hobbs, New Mexico 88241

Re: Modification, Restatement and Amendment of Sub-Leases dated September 11, 2002 (the
"Lease")

Dear Sir or Madam:

Please be advised that Lea Regional Hospital, LLC ("**Seller**") has entered into an Asset Purchase Agreement (the "**Purchase Agreement**") pursuant to which Seller will sell to Covenant Hospital Hobbs ("**Buyer**") substantially all of the assets used in connection with the operations of Lea Regional Medical Center in Hobbs, New Mexico. We currently anticipate that the closing of this transaction will be effective on or about December 31, 2020 (the "**Closing**"). In connection with and subject to the Closing, Seller will assign all of its rights and interests under the Lease to Buyer, and Buyer will assume all of the rights and obligations of Seller under the Lease arising from and after the date of the assignment. Seller will remain responsible for all obligations arising under the Lease prior to the Closing.

Pursuant to the terms of the Lease, your consent may be required for the assignment of the Lease to Buyer. Accordingly, we hereby request your consent to this assignment of the Lease, as contemplated herein, by having the appropriate person complete and sign the enclosed Landlord Consent and Estoppel Certificate and returning it to me by e-mail at craig_conti@chs.net.

As time is of the essence, your prompt attention and response would be greatly appreciated. If you have any questions regarding the foregoing, please do not hesitate to contact me at 615-465-7111 or my e-mail address above. Thank you for your cooperation in this matter.

Sincerely,

LEA REGIONAL HOSPITAL, LLC



By: _____
Craig Conti, Vice President

LANDLORD CONSENT AND ESTOPPEL CERTIFICATE

The undersigned, Economic Development Corporation of Lea County (“**Landlord**”), and Lea Regional Hospital, LLC (“**Tenant**”) are parties to that certain Modification, Restatement and Amendment of Sub-Leases dated September 11, 2002 (the “**Lease**”), with respect to Tenant’s occupancy of the parcels of real property described on Exhibit A, Exhibit B, and Exhibit C to the Lease (the “**Leased Premises**”).

Tenant has entered into an Asset Purchase Agreement pursuant to which Tenant will sell to Covenant Hospital Hobbs (“**Buyer**”) substantially all of the assets used in connection with the operations of Lea Regional Medical Center in Hobbs, New Mexico. It is currently anticipated that the effective date of this transaction will be on or about December 31, 2020 (the “**Closing**”). In connection with and subject to the Closing, Tenant will assign all of its rights and interests under the Lease to Buyer, and Buyer will assume all of the rights and obligations of Tenant under the Lease arising from and after the date of the assignment.

Landlord, with full knowledge that Tenant and Buyer are relying upon the truth, accuracy and completeness of the statements made by Landlord herein, hereby certifies, represents and warrants to Tenant and Buyer that:

1. A true and correct copy of the Lease, and all modifications, amendments, renewals and extensions thereto, is attached hereto as Exhibit A.
2. The Lease is in full force and effect, constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises, and there are no other agreements between Landlord and Tenant, either oral or written, with respect to the Leased Premises.
3. The current term of the Lease began September 11, 2002, and the expiration date of such term is April 30, 2082.
4. As of the date hereof, neither Tenant nor Landlord are in default under the Lease, nor, to the knowledge of Landlord, does any condition exist which, with the giving of notice or passage of time, or both, could give either Tenant or Landlord the right to claim a default under the Lease. Landlord is not presently a party to any arbitration or litigation relating to the Lease. Landlord has asserted no unresolved claim for damages against Tenant arising out of the Lease or the performance of any terms, covenants or conditions of the Lease.
5. All payments due Landlord pursuant to the Lease through and including the date hereof have been paid in full and the current annual payment under the Lease is \$24,612.00.
6. A security deposit of \$0 has been paid to Landlord.
7. No notice of termination has been given by Landlord or Tenant with respect to the Lease.
8. Landlord hereby consents to the assignment of the Lease by Tenant to Buyer.
9. Landlord is duly authorized to execute this Consent and Certificate, and this Consent and Certificate has been duly executed and delivered by Landlord. To the knowledge of Landlord, no consent by any court, agency, bureau, or other third party, governmental or nongovernmental (other than any such consents that have been actually obtained), is required for Landlord to execute and deliver this Consent and Certificate.

10. Landlord represents and warrants that the assignment has been approved by any lender with approval or consent rights over the Lease or as required by any financing document executed by Landlord affecting the Leased Premises, and that no other consents or approvals are required for its enforceability thereunder with respect to any lender or financial encumbrance.


Signatures to this Landlord Consent and Estoppel Certificate transmitted by .pdf, facsimile or other electronic means shall be treated as originals in all respects.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord has executed this Landlord Consent and Estoppel Certificate on this 1st day of December, 2020.

LANDLORD:

ECONOMIC DEVELOPMENT CORPORATION OF
LEA COUNTY

BY: 

NAME: Missi Currier

TITLE: President & CEO

EXHIBIT A

Lease

[Attach copy of the Lease and all modifications, amendments, renewals and extensions.]

MODIFICATION , RESTATEMENT AND
AMENDMENT OF
SUB-LEASES

THIS MODIFICATION, RESTATEMENT AND AMENDMENT OF Sub-Leases (this "Sub-Lease") is made and entered into by and between the Economic Development Corporation of Lea County, a New Mexico Corporation, hereinafter called "Sub-Lessor", and LEA REGIONAL HOSPITAL, LLC, d/b/a LEA REGIONAL MEDICAL CENTER, a Delaware limited liability company authorized to transact business in New Mexico, hereinafter called "Sub-Lessee".

RECITALS

- A. The Industrial Development Corporation of Lea County, a New Mexico corporation ("IDC") entered into three separate subleases with Hobbs Community Hospital, Inc., d/b/a Lea Regional Hospital, a corporation authorized to transact business in New Mexico ("Hobbs Hospital").
- B. The first sublease entered into between IDC and Hobbs Hospital was dated June 1, 1982 covering a 4.29 acre tract in Section 7, Township 18 South, Range 38 East, NMPM Lea County, New Mexico, ("June 1982 Sublease")
- C. The June 1982 Sublease has been extended twice: Once on December 28, 1995 to provide a termination date of May 31, 2000, the second on June 1, 2001 to provide a termination date of May 31, 2006.
- D. The second sublease entered into between IDC and Hobbs Hospital was dated May 1, 1984 and was for 6.964 acres located in Section 7, Township 18 South, Range 38 East NMPM, such sublease was for a term of 98 years, ("May 1984 Sublease")
- E. The third sublease entered into between IDC and Hobbs Hospital was dated August 1, 1984 covering a 3.824 acre tract in Section 7, Township 18 South, Range 38 East NMPM Lea County, New Mexico ("August 1984 Sublease")
- F. The August 1984 Sublease was extended by Extension of Sublease Agreement dated September 1, 2001 which extended the termination date to August 31, 2006.

G. All three subleases are subject to the Terms of that certain lease agreement dated May 2, 1983 by and between the City of Hobbs, New Mexico as Lessor and IDC as Lessee, which term was for 99 years beginning May 2, 1983. ("Base Lease").

H. IDC has changed its name to Economic Development Corporation of Lea County.

I. Sub-Lessee has succeeded to all the right of Hobbs Hospital in and to June 1982 Sublease, May 1984 Sublease and the August 1984 Sublease.

J. Sub-Lessee desires to build on the 3.824 acre tract covered by the August 1984 Sublease, but wants the term to be extended to coincide with the end of the Base Lease.

K. The parties desire to Restate, Amend and Modify the June 1982 Sublease, May 1984 Sublease and the August 1984 Sublease.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the June 1982 Sublease, the May 1984 Sublease and the August 1984 Sublease are hereby amended, modified and restated to read in their entirety as follows:

1. Sublease. Sub-Lessor for and in consideration of the rents, covenants and conditions hereinafter mentioned to be paid, kept and performed, does hereby sub-lease and demise unto Sub-Lessee and Sub-Lessee does hereby hire and take from Sub-Lessor:

A. The real property described on the plat attached hereto and incorporated herein as Exhibit "A", which comprises an area of approximately 6.964 acres,

B. The real property described on the plat attached hereto and incorporated herein as Exhibit "B" which comprises an area of approximately 3.824 acres.

C. The real property described on the plat attached hereto and incorporated herein by reference as Exhibit "C" which comprises an area of approximately 4.29 acres.

All such property being owned by the CITY OF HOBBS, NEW MEXICO, and leased by said municipality to Sub-Lessor herein by Lease Agreement dated May 2, 1983 ("Base Lease").

Additional property may be added to this Sublease by attaching an Exhibit hereto signed by both parties describing the property to be included, stating the amount of rent and indicating such property is to be included as part of this Sublease (All Property subject to this Sublease referred to as the Premises).

2. PURPOSE OF SUB-LEASE. The Premises shall be used by the Sub-Lessee for the development, operations and furtherance of the furnishing of medical and hospital service to the environs of Southeastern New Mexico, or any necessary or incidental hospital operation relating to furnishing health services and associated uses including, without limitation, medical office buildings. The Premises shall be used so as not to violate the ordinances or regulations of the City of Hobbs, the County of Lea or the State of New Mexico, now in force or hereafter adopted which in any manner shall affect the Premises.

3. TERM OF LEASE. The term of this Sub-Lease shall, commence as of the date hereof ending April 30, 2082

4. RENT. Sub-Lessee shall pay to Sub-Lessor as rental for the Premises the sum of \$ 24,612.00 per year, payable annually in advance on June 1, 2003, and on the first day of June each year thereafter during the term of this Sub-Lease. The annual rental shall be payable at the office of Sub-Lessor in Hobbs, New Mexico, or at such other place as Sub-Lessor may from time to time designate in writing. Additionally Sub-Lessee shall make an additional payment of \$5,736.00 on September 1, 2002 and \$580.34 on May 1, 2003. In the event any additional property is added to this Sub-Lease the amount of rent shall be increased by the amount shown on the Exhibit which adds such property to this Sub-Lease.

*Pavilion
MOBS
less vacant* →

5. IMPROVEMENTS. Sub-Lessee shall have the right to erect or have erected buildings, structures and improvements upon the Premises. Any fixtures, machinery, furniture and equipment needed or desired by Sub-Lessee in the conduct of its business when so installed, whether attached to the realty or not, shall remain the

property of the Sub-Lessee. All actual buildings and structures, erected on the Premises during the term of this Sub-Lease, upon the termination of this Sub-Lease, shall be and become the property of Sub-Lessor.

6. SURRENDER OF PREMISES AT EXPIRATION OF TERM. Upon the expiration of the term of this Sub-Lease, Sub-Lessee agrees to peaceably yield possession of the Premises to Sub-Lessor in as good condition as the Premises were in at the date of the commencement of this Sub-Lease or may be put into thereafter, ordinary wear and tear and casualty excepted. Sub-Lessee agrees to repair all damage resulting to the buildings it has built during the term of this Sub-Lease caused by removal of fixtures or equipment.
7. RIGHT OF ENTRY. Sub-Lessor shall have the right to enter upon the Premises in person or by agent at all reasonable times to inspect the Premises.
8. COMPLIANCE WITH REGULATIONS. Sub-Lessee shall at Sub-Lessee's sole cost comply with the requirements of all municipal, state and federal authorities now in force or which may hereafter be enacted pertaining to the particular use of the Premises by Sub-Lessee.
9. INDEMNITY. Sub-Lessee as a material consideration for the execution of this Sub-Lease does hereby assume all risk of damage to the personal property of Sub-Lessee and of any permitted sub-tenant of Sub-Lessee in or about the Premises unless resulting from the negligence or willful act of Sub-Lessor, its employees, agents or representatives. Sub-Lessee further agrees to indemnify and hold Sub-Lessor free and harmless from any and all claims of any kind or character for damage to property or persons for injury or death of persons while in, upon or about the Premises, except such claims as may arise from any act or omission of Sub-Lessor, its employees, agents or representatives.
10. INSURANCE. Sub-Lessee agrees, at its cost and expense throughout the term of this Sub-Lease or any extension thereof, to keep its buildings and improvements fully insured against all the risks included in the extended coverage endorsement. Sub-Lessee agrees at its expense through the term of this Sub-Lease and

any extension thereof to carry comprehensive public liability and property damage insurance with Sub-Lessor named as an additional insured, insuring against liability for personal injury, death and property damages sustained by persons in or about the Premises. Such insurance shall be with companies and in amounts agreeable to Sub-Lessor, provide the limitation of liability of such insurance shall be not less than \$100,000.00 in respect of injury or death of one person, or \$300,000.00 in respect of any one accident involving more than one person and \$50,000.00 in respect to property damage. The insurance required to be maintained by Sub-Lessee may be subject to reasonable deductible amounts as to which Sub-Lessee shall be deemed to be a self-insurer. Such insurance may be carried under a blanket policy covering locations other than the Premises.

11. QUIET ENJOYMENT. Sub-Lessor hereby covenants that Sub-Lessee, upon paying the annual rent as herein reserved and performing all of the covenants and agreements herein contained on the part of Sub-Lessee to be performed, shall and may peaceably have, hold and enjoy the demised premises without hindrance or molestation during the entire term hereof.

12. ASSIGNMENT AND SUB-LETTING. Sub-Lessee shall not sub-let the Premises in whole or in part to any party without the prior written consent of Sub-Lessor, which consent shall not be unreasonably withheld. Provided, however, Sub-Lessee shall have the right, without the consent of Sub-Lessor, to assign the Premises to any (a) affiliate of Triad Hospitals, Inc. or Sub-Lessee, or (b) successor of Triad Hospitals, Inc. or Sub-Lessee as a result of any merger, consolidation or other reorganization of Sub-Lessee or Triad Hospitals, Inc. Any sublease shall not violate the provisions of Paragraph 2 hereof and shall not relieve Sub-Lessee of any obligations hereunder unless expressly set forth in writing.

13. HOLDING OVER. If Sub-Lessee shall hold the Premises for any term beyond the term agreed upon in this Sub-Lease or any extension thereof, with the consent, express or implied of Sub-Lessor, such holding over shall be construed to be a tenancy from year to year at the annual rent and upon all of the other terms and conditions of this Sub-Lease then in effect.

14. DEFAULT. In the event of any failure by Sub-Lessee to make any payment to Sub-Lessor due hereunder within 60 days after written demand by Sub-Lessor, or the event of a failure by Sub-Lessee to correct any other default in performance hereunder within 120 days after written demand by Sub-Lessor specifying the default. Sub-Lessor may:

- (a) Enter upon the Premises and rent the same for the account of Sub-Lessee and after paying from rents collected the reasonable cost of such entry, apply the remainder of the rents collected to the amounts due and to become due by Sub-Lessee hereunder; or
- (b) Terminate this Sub-Lease by giving written notice of such termination to Sub-Lessee, which termination shall be without the prejudice to any accrued indebtedness hereunder owing by Sub-Lessee to Sub-Lessor; or
- (c) Take any other action and pursue any other remedy which may be available to Sub-Lessor.

Failure of Sub-Lessor to exercise any of such remedies in the event of default by Sub-Lessee shall not constitute a waiver of the right to exercise the same in the event of subsequent default or defaults.

Anything herein to the contrary notwithstanding if the default is of such a type that it cannot be cured or corrected within the 120 day period herein above referred to, then Sub-Lessor shall not be entitled to exercise any of the remedies herein above specified if Sub-Lessee shall commence the correction of such default with said 120 day period and diligently prosecute the same to completion.

15. ATTORNEYS FEES. In the event either party shall file an action or bring any proceeding against the other party upon, under or in any manner arising out of this Sub-Lease, the party in whose favor final judgment shall be entered shall be entitled to have and recover from the other all court costs and other expenses incurred in connection therewith, including reasonable attorney fees to be fixed by the Court.

16. FULL RISK OF LOSS UPON SUB-LESSEE. No destruction or damage to any

building or improvement on the Premises by fire, wind storm, or other casualty shall entitle the Sub-Lessee to surrender possession of the Premises or any portion thereof, to terminate this Sub-Lease, to violate any of its provisions, or to cause any rebate or abatement in annual rent then due or thereafter becoming due under the terms hereof.

17. RIGHT TO MORTGAGE LEASEHOLD. Sub-Lessor agrees that the Sub-Lessee or its assigns may assign, pledge or hypothecate this Sub-Lease and improvements placed thereon by Sub-Lessee or its assigns as security for any indebtedness of Sub-Lessee or its assigns. In the event that such permanent or temporary financing may be obtained by the Sub-Lessee under deed of trust or mortgage of Sub-Lessee's leasehold interest, the Sub-Lessor covenants and agrees to enter into any instrument or instruments necessary or required to express its approval of such encumbrance, provided, however, that the rents and obligations shall, during the term of this lease and any extension or renewals thereof, be paid by Sub-Lessee, its assigns or successors in interest, whether acquired voluntarily or involuntarily through foreclosure proceedings of a Court of competent jurisdiction, it being the intention hereof that the rents and obligations set forth under this Sub-Lease shall not be inferior to or subordinate to the rights of third parties.

18. UTILITIES. It is recognized that utilities may be required for the development of the Premises or a portion thereof and Sub-Lessor shall have no responsibility of any kind or character for the furnishing of utilities to the Premises.

19. NOTICES. Whenever in this Sub-Lease it shall be required to be permitted that notice or demand be given or served by either party to this Sub-Lease to or on the other, such notice or demand shall be given or served in writing and forwarded by mail addressed as follows: To the Sub-Lessor, President, Economic Development Corporation of Lea County, P.O. Box 1376, Hobbs, New Mexico 88241; to the Sub-Lessee, P.O. Box _____, Hobbs, New Mexico 88241, with a copy to Triad Hospitals, Inc., 13455 Noel Road, Suite 2000, Dallas, Texas 75240, Attention: Director of Real Estate.

Such addresses may be changed from time to time by giving notice as above provided.

20. SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the successors and assigns of the parties hereto.

21. INSPECTIONS OF BOOKS AND RECORDS. Upon written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the Sub-Lessor shall make available all contracts, books, documents and records necessary to verify the nature and extent of its cost of providing any services under this Sub-Lease Agreement. Such inspection shall be available up to four years after the rendering of such services.

22. REPLACEMENT. This Modification, Restatement and Amendment of Sub-Leases, supercedes and replaces the June 1982 Sublease, as extended the May 1984 Sublease and the August 1984 Sublease, as extended, in their entirety.

Executed in Hobbs, New Mexico on this ____ day of August, 2002.

ECONOMIC DEVELOPMENT
CORPORATION OF LEA COUNTY

By: 

, President

LEA REGIONAL HOSPITAL, LLC
d/b/a Lea Regional Medical Center

By: 

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

The foregoing instrument was acknowledged before me this 11th day of ~~September~~ August, 2002, by Robert P. Wallace, President of Economic Development Corporation of Lea County, a New Mexico corporation on behalf of said corporation.

Notary Public

Quana M. Epler

My Commission Expires:
07-20-06

STATE OF) TEXAS
)SS.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 16th day of August, 2002, by TOM FRAZIER, MANAGER of Lea Regional Hospital, LLC, a Delaware limited liability company on behalf of said company.

Cindy J. Jarrell

Notary Public

My Commission Expires:
5/4/06



EXHIBIT "A"

An approximately 6.964 acre tract of land situated in Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point which lies N00°13'W 1,208.35 feet and N39°44'W 1,914.43 feet and N89°57'W 1,349.96 feet from the Southeast Corner of said Section 7; thence N89°57'00"W 613.98 feet; thence N02°30'46"W 157.48 feet; thence S89°06'26"W 215.24 feet; thence N39°39'37"W 269.26 feet; thence N50°19'35"E 465.00 feet; thence S39°39'37"E 369.50 feet; thence N50°20'23"E 79.35 feet; thence S39°39'37"E 139.12 feet; thence S50°20'23"W 109.09 feet; thence S10°14'40"W 108.94 feet; thence S89°45'30"E 251.32 feet; thence S39°46'01"E 181.95 feet to the point of beginning, describing 6.864 acres, more or less.

Said tract of land being subject to a roadway easement being more particularly described as follows:

Beginning at the point which lies N39°46'01"W 138.10 feet from the above described point of beginning; thence S89°06'26"W 529.97 feet; thence N02°30'46"W 60.02 feet; thence N89°06'26"E 257.00 feet; thence S10°14'40"W 21.29 feet; thence S89°45'30"E 251.32 feet; thence S39°46'01"E 43.85 feet to the point of beginning.

EXHIBIT "B"

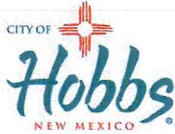
An approximately 3.824 acre tract of land situated in the North One-half of Section 7, Township 18 South, Range 38 East, N.M.P.M., City of Hobbs, Lea County, New Mexico, being more particularly described as follows:

Beginning at a point which lies $N00^{\circ}13'W$ 1,082.27 feet and $N39^{\circ}35'W$ 2,078.18 feet and $N89^{\circ}57'W$ 875.94 feet from the Southeast Corner of said Section 7; thence $N89^{\circ}57'W$ 370.87 feet; thence $N39^{\circ}35' W$ 133. 57 feet; thence $N50^{\circ}25' E$ 470.11 feet; thence $S39^{\circ}36'E$ 19.08 feet; thence $N50^{\circ}25'E$ 75.00 feet; thence $S39^{\circ}35'E$ 351.06 feet; thence $S50^{\circ}25' W$ 259.49 feet to the point of beginning, describing 3.824 acres, more or less.

EXHIBIT "C"

A 4.29 acre tract of land located in N1/2 Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows:

Beginning at a point located N0°13'W 1082.27 feet and N39°35'W 2078.18 feet from the southeast corner of the aforesaid Section 7, THENCE N89°57'W 266.90 feet, THENCE N0°03'E 40.00 feet, THENCE N89°57'W 40.00 feet, THENCE S0°03'W 40.00 feet, THENCE N89°57'W 569.04 feet, THENCE N50°25'E 674.60 feet, THENCE S 39°35'E along the West line of City of Hobbs frontage road 558.74 feet to the point of beginning, said tract contains 4.29 acres, more or less.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF TERMINATION OF LEASES WITH LEA REGIONAL HOSPITAL, LLC

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 15, 2020
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

The City of Hobbs and the Hobbs Community Hospital, Inc. entered into a lease for property located at the hospital complex around 5419 N. Lovington Highway, in the Hobbs Industrial Air Park section of Hobbs, NM, on December 1, 1982. The City of Hobbs subsequently subleased the same to the Hospital Corporation of America on December 1, 1982. Both the lease and sublease were recorded with the Lea County Clerk's Office and are of record. The lease and sublease both expired on December 1, 2012, or were otherwise terminated prior, but no action was taken to resolve the records in the Lea County Clerk's Office. This Resolution would allow the Mayor to execute a Notice of Termination of Lease for both the lease and the sublease to clarify the Lea County Clerk's records.

Fiscal Impact:

Reviewed By: 

Finance Department

There is no fiscal impact for this Resolution as the lease and sublease have both expired or were otherwise terminated prior.

Attachments:

Resolution and Notice of Termination of Leases

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:



Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7012

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A NOTICE OF
TERMINATION OF LEASES WITH LEA REGIONAL HOSPITAL, LLC

WHEREAS, Lea Regional Hospital, LLC ("LRH") is the current owner of the real estate and improvements located at 5419 N. Lovington Highway, Hobbs, Lea County, New Mexico; and

WHEREAS, the City of Hobbs and LRH's predecessor, the Hobbs Community Hospital, Inc., entered into a lease for certain property on November 1, 1982, and the lease was recorded on December 28, 1982, in Book 409, Page 275, as Document No. 42015, records of Lea County, New Mexico; and

WHEREAS, subsequently, the City of Hobbs subleased all or a portion of the property to Hospital Corporation of America on November 1, 1982, and the sublease was recorded on December 28, 1982, in Book 409, Page 259, as Document No. 42013, records of Lea County, New Mexico; and

WHEREAS, both the lease and the sublease expired on December 1, 2012, or were earlier terminated, without action taken by the parties thereto to resolve the record entries of the same in the records of Lea County, New Mexico.

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 the Notice of Termination of Leases with Lea Regional Hospital, LLC. A copy of the Notice of Termination is attached hereto.

PASSED, ADOPTED AND APPROVED this 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

After recording, return to:

NOTICE OF TERMINATION OF LEASES

THIS NOTICE OF TERMINATION OF LEASES (this "Notice") is made and entered into as of the ____ day of December, 2020, by the CITY OF HOBBS, NEW MEXICO, a municipality and political subdivision of the State of New Mexico (the "City"), and LEA REGIONAL HOSPITAL, LLC, a Delaware limited liability company ("LRH").

WITNESSETH:

WHEREAS, LRH is the current owner of the real estate and improvements located at 5419 N. Lovington Highway, Hobbs, Lea County, New Mexico, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"), having acquired the Property from Hobbs Community Hospital, Inc., a New Mexico corporation ("HCB"), on February 1, 1999, pursuant to that certain Quitclaim Deed recorded on April 16, 1999, in Book 951, Page 73, as Document No. 42628, records of Lea County, New Mexico;

WHEREAS, HCB leased all or a portion of the Property to the City pursuant to the terms of that certain Lease Agreement dated November 1, 1982, a memorandum of which was recorded on December 28, 1982, in Book 409, Page 275, as Document No. 42015, records of Lea County, New Mexico (the "Lease"); and

WHEREAS, the City subleased all or a portion of the Property to Hospital Corporation of America, a Tennessee corporation ("HCA"), pursuant to the terms of that certain Sublease Agreement dated November 1, 1982, a memorandum of which was recorded on December 28, 1982, in Book 409, Page 259, as Document No. 42013, records of Lea County, New Mexico (the "Sublease"); and

WHEREAS, the Lease and the Sublease have been previously terminated and the City and LRH desire to record this Notice in the records of Lea County, New Mexico to evidence such termination.

NOW, THEREFORE, the City and LRH state as follows:

1. The Lease and the Sublease have been previously terminated and are no longer in effect.
2. Neither the City nor HCA is in occupancy of any portion of Property under the Lease or the Sublease.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Notice has been executed by the City and LRH as of the date and year first above written.

THE CITY:

CITY OF HOBBS, NEW MEXICO,
a municipality and political subdivision of the State of
New Mexico

By: _____
Name: _____
Title: _____

STATE OF NEW MEXICO

COUNTY OF LEA

This instrument was acknowledged before me on December ____, 2020, by _____,
as _____ of the CITY OF HOBBS, NEW MEXICO, a municipality and political
subdivision of the State of New Mexico, on behalf of said municipality.

NOTARY PUBLIC
My Commission Expires: _____

(SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LRH:

LEA REGIONAL HOSPITAL, LLC,
a Delaware limited liability company

By: _____
Terry H. Hendon, Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

This instrument was acknowledged before me on December ___, 2020, by Terry H. Hendon, as Vice President of LEA REGIONAL HOSPITAL, LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC
My Commission Expires: _____

(SEAL)

EXHIBIT A

Description of the Property

Surface Title Only to:

A tract of land situated in Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, being further described as follows:

Beginning at a point which lies North $00^{\circ}13'$ West, 1208.35 feet and North $39^{\circ}44'$ West, 1254.43 feet from the Southeast section corner of said Section 7; thence North $89^{\circ}57'$ West, 1928.76 feet; thence North $00^{\circ}03'$ East, 507.2 feet; thence South $89^{\circ}57'$ East, 1806.44 feet; thence South $39^{\circ}44'$ East, 660.0 feet to the point of beginning, a portion of which has been platted and dedicated as "Hobbs Medical Arts Complex" and recorded in Book 422, Page 193, Miscellaneous Records, Lea County, New Mexico. Together with a street easement and Right of Way described as: A tract in the Southeast Quarter (SE/4) of Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico; Beginning at a point which bears North $29^{\circ}09'04''$ West, 2481.45 feet from the Southeast corner of said Section 7; thence North $89^{\circ}59'02''$ West, 1096.12 feet; thence North $00^{\circ}00'58''$ East, 6 feet; thence South $89^{\circ}59'02''$ East, 1096.12 feet; thence South $00^{\circ}00'58''$ West, 6 feet to the point of beginning.

ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: APPROVAL OF AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH FLEXSTEEL USA, LLC FOR THE INDUSTRIAL YARD LOCATED AT 5801 N LOVINGTON HIGHWAY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 15, 2020
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

The City of Hobbs owns 24.12 acres of land located in the Hobbs Industrial Air Park (HIAP) section of Hobbs, New Mexico. The land in question was formerly the site of Halliburton's operations in Hobbs, New Mexico. The City and Halliburton terminated their lease on August 3, 2020. In an effort to provide the taxpayers of Hobbs the benefit of continued use of the property, the City seeks to lease the tract of land and all improvements to FlexSteel USA, LLC. The Lease in question will be for \$13,500 a month for an initial two-year term. FlexSteel USA, LLC would be entitled to a rental credit of \$2,091.74, for repairs they will complete to the City's buildings. The total rent to be paid by FlexSteel USA, LLC, during the initial term shall be \$273,798.24, which includes all offsets for repairs. At the expiration of the two-year term, the parties have the option to extend the Lease in question for up to four (4) five-year terms. The monthly rent for any renewal term will be \$13,500.00 a month which equals \$162,000.00 a year. Pursuant to NMSA 1978, § 3-54-1(D), the ordinance was published on Sunday, December 6, 2020.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The City will receive \$136,899.12 a year in rental income for the first two years. Thereafter, the City will receive \$162,000.00 a year in rental income for the remainder of the lease.

Attachments:

Ordinance; Proof of Publication; Lease Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should approve this Ordinance.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. 1129

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE
AGREEMENT WITH FLEXSTEEL USA LLC FOR THE INDUSTRIAL YARD
LOCATED AT 5801 N LOVINGTON HWY

BE IT ORDAINED 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, a Lease Agreement with Flexsteel USA LLC, for the industrial yard located at 5801 N Lovington Hwy, Hobbs, New Mexico 88240. A copy of said Lease Agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk

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
December 16, 2020
and ending with the issue dated
December 16, 2020.



Publisher

Sworn and subscribed to before me this
16th day of December 2020.



Business Manager

My commission expires
January 29, 2023
(Seal)

OFFICIAL PUBLIC
CUSSIE BLACK
Notary Public
State of New Mexico
1-29-23

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

LEGAL

LEGAL

LEGAL NOTICE
December 6, 2020

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 21st day of December, 2020, at its regular meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1ST Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance relating to the lease of municipal-owned property located at 5801 N Lovington Highway, Hobbs New Mexico. The title of the proposed Ordinance is:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH FLEXSTEEL USA, LLC FOR THE INDUSTRIAL YARD LOCATED AT 5801 N LOVINGTON HWY

A summary of the proposed Ordinance and Lease Agreement are as follows:

1. **TERM OF LEASE.** The initial term of the lease is two (2) years with four possible five-year renewals.
2. **APPRAISED VALUE OF PROPERTY.** \$2,870,000
3. **LEASE PAYMENTS.** FlexSteel USA, LLC will pay monthly rental to the City of Hobbs in the amount of \$13,500.00 per month, payable in advance, during the term of the lease. FlexSteel USA, LLC will receive \$2,091.74 per month rental credit during the initial term for making necessary repairs to the City's buildings.
4. **AMOUNT OF THE LEASE.** \$136,899.12 per year after application of rental credit during the initial term. Thereafter, \$162,000.00 for the remainder of the lease.
5. **NAME OF LESSEE.** The Lessee is FlexSteel USA, LLC.
6. **PURPOSE OF LEASE.** The Lessee will use the leased premises for an industrial and business purpose. More particularly, for the operation of a FlexSteel USA, LLC with the option of growth into a FlexSteel USA, LLC manufacturing location.

Copies of the proposed ordinance and Lease Agreement in its entirety are available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico.

Due to COVID-19, the meeting is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to submit public comment related to this proposed ordinance, please submit written comments by email to fletcher@hobbsnm.org by 4:30 p.m. on December 21, 2020.

/s/ Jan Fletcher
JAN FLETCHER, CITY CLERK

#36052

67111991

00249337

ATTN: RITA ZEBIAN
ALTAMIRA
2301 LAMAR BLVD, STE 200
ARLINGTON, TX 76006



**CITY OF HOBBS
REAL ESTATE AND PROPERTY LEASE**

THIS LEASE is made the ____ day of _____, 2020, by and between the City of Hobbs, New Mexico, a municipal corporation located at 200 E. Broadway St., Hobbs, New Mexico 88240 (hereinafter referred to as “Lessor”) and FlexSteel USA LLC., a limited liability company with headquarters at 910 Louisiana Street, Suite 400, Houston, Texas 77002 (hereinafter referred to as “Lessee”).

1. Lease Property.

In consideration of the terms and conditions in this Lease, Lessor leases to Lessee, and Lessee leases from Lessor, those premises with appurtenances, situated in Hobbs, Lea County, New Mexico, described as:

TRACT TWO, THREE, and the Northwest 35.71’ of Tract 1 more particularly described as:

A tract of land containing 24.12 acres, more or less, being a certain part of Section 7, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and is more particularly described as follows:

Beginning at a point, from which the Southeast corner of the said Section 7 bears South 39°36’ East, a distance of 3,378.05 feet, and South 0°13’ East, a distance of 1,082.27 feet; thence, South 50°24’ West, a distance of 960.00 feet, thence, North 39°36’ West, a distance of 1,094.65 feet; thence, North 54°24’ East, a distance of 960.00 feet; thence, South 39°36’ East, a distance of 1,094.65 feet to the point of beginning.

and commonly known as: 5801 N Lovington Hwy, Hobbs, New Mexico 88240

The property described above shall hereinafter be referred to as the “Lease Property,” which shall include all improvements, furnishings, fixtures, buildings, parking lots, and access points. The acreage of the Lease Property is: approximately 24.12. The square footage of all building space of the Lease Property is: 66,653 SF. The Lease Property contains 2 designated parking lot(s).

2. Lease Term.

The initial term of this Lease is for: two (2) years. The initial term of this Lease shall commence on March 1, 2021, and shall end on February 28, 2023. In partial consideration for rent paid under this Lease, Lessor does grant Lessee, its successors and assignees the first option to renew this Lease. The renewal shall be for a term of five (5) years and shall be subject to the same terms and conditions set forth in this Lease for the initial term, except as may be provided otherwise in this Lease with regard to rent. Lessee may exercise up to four (4) renewal first

options. Lessee may exercise renewal options by giving Lessor written notice at least thirty (30) days prior to the expiration of the initial term or any renewal term. Lessor may sell the Lease Property at any time during the initial term or any renewal term, however, any sale of the Lease Property by Lessor shall be subject to the Lease. Additionally, Lessee shall retain a right of first refusal regarding any sale of the Lease Property during the initial term or any renewal term.

3. No Holding Over.

Lessee shall not hold over or maintain a continued use or occupancy of the Lease Property. At the expiration of the initial term and any subsequent renewals, or upon termination, Lessee shall surrender the Lease Property in accordance with Paragraph 12 herein.

4. Rent.

In consideration of this Lease, Lessee shall pay rent in the following manner:

Year	Date Beginning	Annual Amount	Monthly Amount	
1		\$ 136,899.12	\$ 11,408.26	Initial Term
2		\$ 136,899.12	\$ 11,408.26	Initial Term
3		\$ 162,000.00	\$ 13,500.00	1 st – Renewal
4		\$ 162,000.00	\$ 13,500.00	1 st – Renewal
5		\$ 162,000.00	\$ 13,500.00	1 st – Renewal
6		\$ 162,000.00	\$ 13,500.00	1 st – Renewal
7		\$ 162,000.00	\$ 13,500.00	1 st – Renewal
8		\$ 162,000.00	\$ 13,500.00	2 nd – Renewal
9		\$ 162,000.00	\$ 13,500.00	2 nd – Renewal
10		\$ 162,000.00	\$ 13,500.00	2 nd – Renewal
11		\$ 162,000.00	\$ 13,500.00	2 nd – Renewal
12		\$ 162,000.00	\$ 13,500.00	2 nd – Renewal
13		\$ 162,000.00	\$ 13,500.00	3 rd – Renewal
14		\$ 162,000.00	\$ 13,500.00	3 rd – Renewal
15		\$ 162,000.00	\$ 13,500.00	3 rd – Renewal
16		\$ 162,000.00	\$ 13,500.00	3 rd – Renewal
17		\$ 162,000.00	\$ 13,500.00	3 rd – Renewal
18		\$ 162,000.00	\$ 13,500.00	4 th – Renewal
19		\$ 162,000.00	\$ 13,500.00	4 th – Renewal
20		\$ 162,000.00	\$ 13,500.00	4 th – Renewal
21		\$ 162,000.00	\$ 13,500.00	4 th – Renewal
22		\$ 162,000.00	\$ 13,500.00	4 th – Renewal

The total rent for the initial term is: \$ 273,798.24. Both the Annual Amount and the Monthly Amount outlined for the initial term reflect a monthly discount of \$2,091.74 to offset the total cost of repairs outlined in Paragraph 6 and reflected in Exhibit 1 herein which shall cost no more than \$50,201.86 in the aggregate. Following the initial term, for any renewal the Annual Amount

shall be \$162,000.00 and the Monthly Amount shall be \$13,500.00. The Lessee has the sole responsibility for paying rent. Lessee shall not be penalized for prepaying the entire total rent for the initial term at the beginning of the lease term, nor shall Lessee be penalized for prepaying an annual amount for any given year. Lessee shall have the option to purchase the Lease Property from the Lessor at any time during the term of this Lease, including any renewals thereof. The purchase price for the Lease Property shall be based on the then current appraisal value. Lessee shall not receive credit towards the purchase price for any sums paid to Lessor under this Lease.

5. Use of Lease Property.

Lessee shall use the Lease Property for an industrial and business purpose. More particularly, Lessee shall use the Lease Property for:

The operation of a FlexSteel Service Center with the option of growth into a FlexSteel manufacturing location.

Lessee agrees that Lessor has conditioned the favorable terms of this Lease on Lessee's continued industrial and business use as outlined above. Should Lessee cease utilizing the Lease Property for the purpose above, Lessor reserves the right to seek all appropriate legal action including, but not limited to, action to terminate the Lease. Lessor agrees that the Lease Property is suitable for the purpose above, or has revealed to Lessee any reasons Lessor knows of, or reasonably should know of, why the premises might not be suitable for such purpose(s).

6. Conditions of Lease Property.

Lessor warrants that the premises are in good and safe conditions, structurally sound and of safe design and that they are fit for the intended purpose, except as noted below:

Please see Exhibit 1, Proposal: Existing Building Repairs attached hereto and incorporated herein.

Lessee and Lessor agree that a third party will work to remedy the conditions set out above. Lessee shall be responsible for payment of all necessary repairs as set out above. In exchange, Lessor shall provide Lessee with a rental credit during the initial term of this Lease, equal to the cost of repairs as set out above. The rental credit contemplated by this section is reflected in Paragraph 4 herein. Specifically, the Monthly Amount for rental of the Lease Property is \$13,500.00. The estimated costs of repairs are not to exceed \$50,201.86. Lessor shall give Lessee a rental credit of \$2,091.74 a month for the initial term (twenty-four months) to offset the costs of repairs. Lessee may be entitled to rental credit for any repairs made that are not specifically identified in Exhibit 1, on the condition that Lessee receives prior approval for said repair and corresponding rental credit from Lessor (City Manager). Under no circumstances will Lessee be entitled to rental credit in excess of \$50,201.86. Should Lessee deviate from the repairs outlined in Exhibit 1, Lessor shall have no obligation to make the remaining repairs identified in Exhibit 1 that have not been completed.

Lessor has further notified Lessee of the need to repair the rail spur located on the Lease Property. An estimate for repair is set out below:

Please see Exhibit 2, Rail Estimate attached hereto and incorporated herein.

Should Lessee seek to utilize the rail spur located on the Lease Property, Lessee shall be responsible for payment of all costs associated with repair and subsequent maintenance of the same. Lessee shall not be entitled to a rental credit for repair of the rail spur located on the Lease Property. However, Lessee shall have access to the Lessor's adjacent rail spur which is located immediately west of the Lease Property.

Further, Lessee has been given the opportunity to inspect the entirety of the Lease Property, or has voluntarily waived the opportunity to inspect the same, and has accepted the Lease Property as in good and safe condition and otherwise fit for use to achieve their stated purpose.

7. Accessibility for the Disabled.

Lessee warrants that the premises shall meet standards consistent with the Americans with Disabilities Act (ADA) during all times of business operations, and shall at a minimum meet the same standards within sixty (60) calendar days of the execution of this Lease. The Lessee also warrants that the premises will be maintained at all times in compliance with these standards.

8. Delivery of Possession.

Lessor warrants that the premises will be vacant and will put Lessee in possession on the first day of the initial term or any subsequent term.

9. Damage to Lease Property.

If at the inception of this Lease or at any time thereafter, including any renewal, all or any part of the Lease Property shall be damaged or destroyed through any cause attributed in any way to Lessee, Lessee shall be responsible for all repairs and costs associated with the repair of the same. In making any repairs, Lessee shall first notify Lessor of the damage and provide a timeline for repairs. Lessor shall cooperate with Lessee in allowing all repairs to be made in a timely fashion.

10. Alterations.

Lessee shall obtain Lessor's written permission before making any alterations or improvements of a permanent nature to any portion of the Lease Property.

11. Ownership of Improvements.

All alterations and improvements made to or placed in the Lease Property by Lessee are and shall remain the Lessee's property except as the parties mutually agree otherwise in writing, but only if such alterations and improvements are temporary in nature and can be removed without undue damage to the Lease Property and are, in fact, removed by Lessee prior to termination of

this Lease or any renewal thereof. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Lease Property shall become Lessor's property except as the parties mutually agree otherwise in writing. For purposes of this section, permanent alterations and improvements include, but are not limited to, any buildings, fences, additions, fixtures, or other structures of any kind. Any improvements present in the Lease Property at the inception of the Lease shall remain on the Lease Property for the duration of the lease term.

12. Condition of Lease Property Upon Surrender.

At the termination of this Lease, Lessee shall surrender the Lease Property in the condition in which they were at the inception of this Lease, excepting: deterioration caused through reasonable use and ordinary wear and tear; and alterations, improvements or conditions made with Lessor's written approval.

13. Payment of Assessments, etc.

Lessee shall pay as they become due all assessments, of any kind, payable with respect to any alterations and improvements on the Lease Property during the term of this Lease. If Lessee defaults in paying any such amounts, Lessor, in its sole discretion, may pay any assessments. Upon doing so, Lessor shall be subrogated to the creditor's rights and may pursue payment of the same, to satisfy any outstanding balances. Lessee shall not pledge, in any manner, the Lease Property or any of the structures or fixtures thereon, as collateral or otherwise allow any liens or mortgages to attach to any portion of the Lease Property whatsoever.

14. Utilities, Janitorial Services and Supplies.

Lessee shall pay all utilities associated with the Lease Property including but not limited to: water, sewer, refuse disposal, gas, electricity, telephone services, internet services, and all other utilities whatsoever. Additionally, Lessee shall ensure that all premises and buildings are kept clean and sanitary and shall pay for any services necessary to meet this obligation.

15. Right of Entry.

Lessor or its agent has a right to enter upon the Lease Property to inspect, to make repairs and for other reasonable purposes. Lessor shall provide Lessee at least 48-hours advanced notice prior to entering upon the Lease Property. Lessor shall obtain acknowledgment from Lessee, which shall not unreasonably be withheld, prior to entering upon the Lease Property. In an emergency, such as a fire, Lessor or its agent may enter the premises without securing Lessee's prior permission, but shall give Lessee notice of entry as soon thereafter as practicable.

16. Duty to Maintain Premises.

Lessee has the duty to maintain the exterior of the Lease Property, including but not limited to: windows, grounds, lift stations, sumps, fences, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition. Lessee has the duty to maintain the interior of the Lease Property, including but not limited to: cooling system, heating system, plumbing, lighting,

doors, floorings, wall finishes. Lessee will be responsible for all costs associated with their duty to maintain the premises as set forth herein.

17. Right to Assign or Sublease.

Lessee may assign or sublease the Lease Property only upon express written consent by Lessor, which shall not be unreasonably withheld, on the condition that any assignee or sub-lessee utilize the Lease Property for the purpose set forth herein. Notwithstanding the foregoing, Lessee shall have the right to assign or sublease the Lease Property, in whole or in part to an affiliate, upon notice to and approval of Lessor on the condition that said affiliate utilizes the Lease Property for the purpose set forth herein. The approval of the right to assign described in this Article 17 shall not be unreasonably withheld, conditioned, or delayed.

18. Duty to Insure and Indemnity.

During the initial term of this Lease and any renewals thereof, Lessee shall provide coverage for liability of Lessee and its employees, agents, officers and assigns, and for its personal property and tenant's improvements and betterments. During the initial term of this Lease and any renewals thereof, Lessee shall maintain in force a policy or policies of insurance providing: comprehensive general liability coverage of not less than \$5,000,000.00 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the "City of Hobbs, its branches, agencies, instrumentalities and public employees" as additional insured, and fire lightning and extended coverage, or "all risk" coverage, for at least 80% of the actual cash value of the Lease Property. All policies contemplated herein shall be primary. Lessee shall provide certificates of coverage evidencing compliance with this section which shall be attached to this Lease at the time of execution. Lessee shall notify Lessor within ten (10) calendar days after cancellation or expiration of any required coverage. Except to the extent of their negligence or other legal fault, Lessee shall indemnify and hold harmless the City of Hobbs, its agents, employees, officers, and elected officials against any and all claims in any way associated with Lessee's business or the use of the Lease Property for the same. Lessee shall notify Lessor within ten (10) calendar days of any action at law that may be brought against Lessee in any way associated with their use of the Lease Property.

19. Right to Terminate upon Breach of Condition of Agreement.

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) calendar days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period. Upon termination of the Lease, the Lessee shall surrender the Lease Property to the Lessor and shall be obligated to pay rent only to the date of surrender. Specifically, Lessee reserves the right to terminate the Lease for any violation of

Paragraph 27 herein related to any environmental deficiencies that existed and not remedied prior to Lessee's acceptance of the Lease Property, and not thereafter waived by Lessee. Additionally, Lessee reserves the right to terminate the Lease in the event the access to the public rail spur adjacent to the property is no longer available.

20. Special Damages.

If through Lessee's willful breach of any term or condition, Lessor may not lease the Lease Property or otherwise fulfill the business purpose of the property to the benefit of the taxpayers of Hobbs, New Mexico, Lessor may recover, an amount equal to the rent owed through the remaining committed term or renewal period plus the cost of reletting the property.

21. Lease Binding on Heirs and Assigns.

This Lease is binding upon the heirs, executors, administrators, personal representatives, assignees and successors-in-interest of the parties.

22. Amendments to be in Writing.

This Lease shall not be altered or amended except by instrument in writing executed by both the Lessor and Lessee.

23. Address for Notices, Payment of Rent, etc.

Notices required under this Lease and rental payments shall be made at the following address, except as changed by written notice to the opposite party:

To the LESSOR:	City of Hobbs	To the LESSEE:	FlexSteel USA, LLC
	200 E. Broadway		910 Louisiana Street, Ste 400
	Hobbs, NM 88240		Houston, TX 77002
	(575) 397-9226		(832) 531-8555
	(575) 391-7876		(832) 531-8542
	ecortez@hobbsnm.org		legal@flexsteelpipe.com

24. Merger of Prior Agreement.

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

25. Certificates and Documents Incorporated.

All certificates and documentation required by the provisions of this Lease shall be attached to the Lease at the time of execution, and are hereby incorporated in this written Lease to the extent they are consistent with its terms and conditions.

26. Environmental Safety.

Lessor warrants that the premises have undergone, if required, an environmental study the results of which show that the premises comply with any and all state environmental regulations. Alternatively, by accepting possession of the Lease Property without a complete environmental study, Lessee waives all claims associated with any environmental hazard which threatens the life, health or safety of Lessee's business interests or employees. Lessor shall disclose any and all known or suspected hazards that result from any environmental study to Lessee prior to Lessee taking possession of the Lease Property. Lessee shall only be held liable, in any cause of action, for hazardous or environmental damage for pollution that originates on the Lease Property during the Term of the Lease.

27. Notice.

The Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) imposes civil and misdemeanor criminal penalties for its violation. Additionally, the Hobbs Municipal Code Chapter 3 shall be adhered to at all times in negotiating and contracting by the City of Hobbs. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

28. Duty to Comply with NMSA 1978, § 3-54-1.

Pursuant to NMSA 1978, § 3-54-1, a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of such facility or real property, and such lease shall not be subject to referendum. However, a municipality may lease any real property having an appraised value in excess of twenty-five thousand dollars (\$25,000) by public or private lease, subject to referendum provisions. Any lease of municipal facilities or real property in excess of twenty-five thousand dollars (\$25,000) shall be by ordinance of the municipality. As a result, the parties understand that the City of Hobbs City Commission reserves the right to reject this Lease, by a majority vote so rejecting, if the appraised value is in excess of twenty-five thousand dollars (\$25,000). Prior to the execution of the Lease and for forty-five (45) days after, Parties shall have no right to claim "detrimental reliance" or any other contractual theories as a result of a Commission vote rejecting this Lease, or alternatively, a referendum petition by the voters of Hobbs, New Mexico which is aimed at overturning any Commission vote in favor of this Lease.

29. Miscellaneous.

This Lease shall be interpreted pursuant to the laws of the State of New Mexico. Venue and Jurisdiction shall lie exclusively in the Fifth Judicial District Court, Lea County, New Mexico.

If any provision of this Lease shall be deemed by a court of competent jurisdiction as illegal, unenforceable, or unconstitutional, the remainder of the Lease shall remain valid and enforceable as written.

By entering into this Lease, the City of Hobbs in no way waives or foregoes any protections afforded under the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1, et seq.) or any other theories of law that afford immunity to government agencies and their officers and employees.

A party's failure to require strict performance of any provision of this Lease 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 Lease 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.

Lessor consents to Lessee recording this Lease and a notice of right of first renewal and right of purchase with the office of the Lea County Clerk on the condition that Lessor reviews and agrees to the contents of all recorded documents prior to filing of the same.

[All Necessary Signatures on the Next Page]

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

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

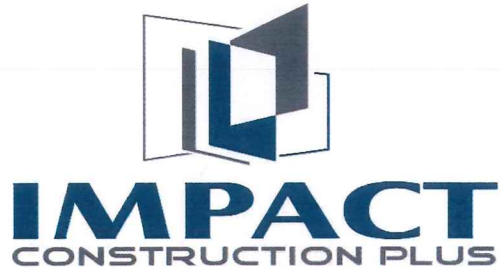
ATTEST:

FLEXSTEEL USA, LLC.

By: _____
Thirucherai Sathyanarayanan,
Chief Executive Officer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



November 19, 2020

Hobbs Economic Development Corporation
200 E. Broadway St.
Hobbs, NM 88240
575-397-2039

Halliburton/vacated location
5801 N. Lovington Highway
Hobbs, NM 88240
575-397-2039

Proposal: Existing Building Repairs.

BUILDING #1:

- A. Plumbing inspection
- B. HVAC inspection
- C. Electrical inspection
- D. Remove existing screen doors on 5 offices facing shop area.
- E. Replace base in 5 offices facing shop area.
- F. Replace 30 damaged ceiling tile.
- G. Power wash shop area and clean.
- H. Clean offices on first and second floor.
- I. Replace 4 pieces of R-panel on exterior of building.
- J. Price includes all labor and material.
- K. Price includes trash removal and dumpster fees.
- L. Price includes temporary restroom facilities.

Total: \$ 7,000.00
Tax: \$476.875
\$7,476.87

BUILDING #2:

- A. Plumbing inspection.
- B. HVAC inspection.
- C. Electrical inspection.

- D. Clean building throughout.
- E. Replace 23 ceiling tile.
- F. Price includes all labor and material.
- G. Price includes all trash removal and dumpster fees.
- H. Price includes temporary restroom facilities.

Total: \$6,000.00
Tax: \$408.75
\$6,408.75

BUILDING #3:

- A. Plumbing inspection.
- B. HVAC inspection.
- C. Electrical inspection.
- D. Replace 3 exterior windows.
- E. Power wash entire building.
- F. Replace 5 interior lights.
- G. Repair and replace all sheetrock cut outs and damage.
- H. Tape, mud, texture and paint all patches.
- I. Replace 20 damaged ceiling tile.
- J. Price includes all labor and material.
- K. Price includes trash removal and dumpster fees.
- L. Price includes temporary restroom facilities.

Total: \$13,000.00
Tax: \$885.62
\$13,885.62

BUILDING #4:

- A. Plumbing inspection
- B. HVAC inspection
- C. Electrical inspection
- D. Clean entire building.
- E. Replace 27 ceiling tile.
- F. Repair or replace emergency lighting.
- G. Price excludes all card readers.
- H. Price includes all labor and material.
- I. Price includes all trash removal and dumpster fees.
- J. Price includes temporary restroom facilities.

Total: \$6,000.00
Tax: \$408.75
\$6,408.75

BUILDING #5:

- A. Electrical inspection.
- B. HVAC inspection.
- C. Plumbing inspection.
- D. Exterior R-panel replacement.
- E. Building insulation replacement where r-panel is replaced.
- F. Power wash and clean entire structure.
- G. Price includes all labor and material.
- H. Price includes all trash removal and dumpster fees.
- I. Price includes temporary restroom facilities.

Total: \$12,000.00
Tax: \$817.50
\$12,817.50

BUILDING #6:

- A. Plumbing inspection.
- B. Electrical inspection.
- C. HVAC inspection.
- D. Power wash and clean entire structure.
- E. Remove fence in front of existing canopy.
- F. Price includes all labor and material.
- G. Price includes all trash removal and dumpster fees.
- H. Price includes temporary restroom facility.

Total: \$3,000.00
Tax: \$204.37
\$3204.37

Exclusions

1. If items are not listed above, they are excluded from this proposal.

2. All mechanical inspections are inspections only. We will test every building and supply a list of items that need to be addressed once all power, water, and HVAC units have been turned on and tested.

Owner/Owner Representative Acceptance:

(Authorized Representative)

Date

If you have any questions concerning the information above, please call me anytime at 575-408-0506.

Thank you
Dustin Boyd
GB98391356
Impact Construction Plus, LLC.



PO Box 506 Fate, TX 75132

(214)771-0400 Fax (214)771-0412

November 16th, 2020

Proposal # 530-1116

Budgetary estimate for track rehab

Trak-Time Inc. would like to propose for your consideration our price for the above referenced project, formulated based on the following assumptions and clarifications, which we trust will meet with your expectations. To the extent that the facts, inclusions, exclusions, and assumptions upon which this proposal is based are not exactly as desired, we reserve the right to revisit/revise price.

Scope of work

- Expose 1000' of covered track beneath asphalt and caliche
- Remove 500 ties and replace with all new 6"x8"x8'6" IG ties
- Replace 1000 tie plates with **relay 5.125** tie plates
- Replace 600' of 9020 ibs. rail with new joint bars, new bolts, and new washers
- Install new 9020 ibs. (670) anchors
- Dispose of old material

Clarifications

- Pricing is based on one mobilization to site and continuous uninterrupted work
- Any alteration or deviation from above specification involving extra cost will be executed only upon written and approved change orders and will become an extra charge over and above the estimate.

Assumptions

- Our proposal is furnished subject to mutually agreeable contract terms and conditions.
- The proposed project location is free of any environmental issues and/or unforeseen underground conditions requiring specific treatment/mitigation.



Material

- 21 sticks of 9020 ibs. **Relay 1** rail
- 20 kegs of new spikes
- 1000 relay tie plates
- 42 relay joint bars
- New bolts and washers
- 500 new 6"x8"x8'6" cross ties
- 670 9020 ibs. Rail anchors

Pricing

- **Total Lumpsum** \$130,047.00

Our price includes for "standard" insurance only (GL/Umbrella, Workers Comp and Auto & Equipment).

Our price does not include for any surety bonds. If these are required, they can be provided at additional cost.

Our price assumes beyond our control including unforeseen underground obstructions will result in additional cost.

Note:

We appreciate the opportunity of quoting your railroad projects and if there's any other information we can provide please let us know, we look forward to meeting your every need

Regards,



David Martinez Jr

(214)771-0400 Office

(214)546-8410 Cell



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: 2020 State Appropriation; 20-E3396 City of Hobbs Fire Department Ambulance Purchase

DEPT. OF ORIGIN: Fire Department

DATE SUBMITTED: December 15, 2020

SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

A State of New Mexico 2020 Legislative Capital Appropriation Project in the amount of \$400,000 has been awarded to the City of Hobbs Fire Department to purchase and equip ambulances, including advanced life support capabilities. This project will address the need to replace current ambulances which are reaching the end of their operational capability within our Emergency Medical Services (EMS) system. This project will allow the department to continue the high level of service expected and currently provided to the community.

The Hobbs Fire Department wishes to purchase two (2) 2021 Type I Medix ambulances through a HGAC purchasing agreement in order to expend the state appropriated funds.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

The total cost for purchasing the two ambulances is \$399,944, which includes a \$1,000 HGAC processing charge. A state appropriation was received in the amount of \$400,000 and the grant agreement was approved by the City Commission on August 17, 2020. Per DFA, any administrative fees incurred through purchasing agreements cannot be paid through the state appropriation; therefore, the \$1,000 HGAC processing charge will need to be paid out of a separate line item. The total cost of state appropriated money will be \$398,944.

The \$1,000 HGAC Processing fee can be paid out of Public Safety Equipment (01-0220-42714).

Attachments:

- 1. Resolution
- 2. Ambulance specifications
- 3. HGAC contract

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Mayor and Commission approve the purchase of two (2) 2021 Type I Medix ambulances through a HGAC purchasing agreement in the amount of \$399,944.

Approved For Submittal By: _____

[Signature]
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7013

A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO (2) 2021 TYPE I MEDIX AMBULANCES

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

WHEREAS, this grant is for the purchase and equipping of ambulances, including advanced life support capabilities; and

WHEREAS, the total cost of purchasing the two ambulances utilizing a HGAC purchasing agreement is \$399,944, including a \$1,000 HGAC processing fee; and

WHEREAS, the funding for this purchase will come from state appropriated funds in the amount of \$400,000, minus the processing fee which will come from 01-0220-42714 (Public Safety Equipment);

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 effectuate this Resolution authorizing the purchase of two (2) 2021 Type I Medix ambulances.

PASSED, APPROVED AND ADOPTED this 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Unit #:
TBD

DEALER: Southwest Ambulance Sales
 CUSTOMER: City of Hobbs Fire Department
 Street or P.O. Box: 301 E White St
 City, State, Zip: Hobbs NM 88240
 Customer Contact: Chris Henry
 Sales Associate: Bobby Davis
 VIN#: MEDIX will assign VIN

Chassis Model Yr		2021
MEDIX Model		Type I-AD 170- MSV II
CHASSIS		Ford F-450 XLT, 7.3L Gasoline, 193" WB, 16,500 GVWR 108" CA, 4x2
BODY		170"L x 96"W x 72" Interior Headroom
QTY	STD/OPT	Description
1	15-M2-FG	Chassis & Conversion
	STD	Liquid Spring Suspension Installation by Utility Bodywerks DS129FS3, see quote, the kit will be ordered through Utility Bodywerks; Requires Dump cancel switch that Medix will order and install - installed at the Curbside rear door on the wall - "L/S Dump Override" - p/n: MX09166.
01- Flooring & Interior Colors		
1	100040	Cabinet Laminate: Gloss Gray
1	STD	Upholstery: (Specify Color & compare to std. countertop color) Color: BLACK Brand: EVS
1	STD	EVS Cushions & Corner Padding
1	100015	Lonseal- LonRidge (Tic-Tac-Toe) Specify Color: Smokey Black #801
1	100030	Dri-Dek: Installed on exterior compartment floors only. Black NOTE: Add to Exterior Compartment Shelves- (1) in #2 and (2) in #3.
02- Body & Chassis		
M-2 Standard Configuration		
1	STD	This chassis is equipped with a Gasoline powered system to meet the EPA Gas fuel Emissions Standards.
		See special front wall print for front wall condenser location; Need Danhard condenser mounting bracket for under body and floor print showing location.
1	STD	Pass-Through Window
1	99-1760	Anti-Theft Device: IdleLock Ignition Security System, PN: B-IDLE506-A for Ford F-Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	Ford "F" Series Super Duty OEM Back-Up Camera and Harness tied into OEM display in dash. Option Code 872. Includes RVS-MV3-IR camera and RVS-OA08 Harness.
1	STD	All Exterior compartments coated with a light gray rubberized urethan material.

1	99-0423	<p>Lights: Compartment, TecNiq Flexible LEDs: 9", 27", 36" 45", 54", ILOS compartment lights.</p> <p>Locate: Compartment #1- (1) 44" E44-W010V-1 Locate: Compartment #2- (2) 27" E44-W06V-1 Locate: Compartment #3- (2) 44" E44-W010V-1 Locate: Compartment #4- (1) 36" E44-W08V-1 Locate: Compartment #6- (2) 54" E44-W012V-1 Locate: Compartment #7- (1) 9" E44-W02V-1 (if ordered)</p>
1	99-2288	<p>Air Horns: Buell dual horns (1) 10" and (1) 12" to be mounted through the front bumper. There will be a momentary switch on the front console. A Buell "Fast Recovery System" air compressor to be mounted in compartment #2 with the tank mounted on the OEM chassis frame rail.</p> <p>Note: Mount compressor to upper left hand side of compartment ceiling like previous truck, 17-M206.</p> <p>NOTE: Type I Ford F-Series only</p>
1	99-0449	<p>Air Horns: Buell Air Horns- (1) Additional 3 Gallon Air Reservoir</p> <p>NOTE: Must order the Buell "Fast Recovery" compressor package. The supplemental resrevoir is not compatable with the standard compressor.</p>
1	Modified	<p>Compartment #1 SS Forward: Smooth Aluminum body, O2 Universal ZICO Lift set-up for "H" cylinder storage for STEEL tank, Door w/gas strut hold-open, Sealed access to paddle handle in door panel. Stainless steel sill protector.</p> <p>Note: See option in oxygen section for lift.</p>
1	99-0838	<p>Compartment #2: Smooth Aluminum body, Open Storage, Double doors w/gas strut hold-opens and offset in upper RH corner for interior cabinetry configuration. Compartment Tub P/N: 33-102894. (1) Adjustable aluminum shelf w/DA finish. Sealed access to paddle handles in door panel. Stainless steel sill protector. NOTE: Install right hand door gas strut hold-open at bottom of offset in tub, this will be attached lower on the door panel. NOTE: Ford Chassis MSV-II 170 Only</p>
1	99-0713-TI	<p>Compartment #3: SS Rear Type I: 3/4 Height, Smooth Aluminum body, DELETE Inside/Outside access-DO NOT CUT WINDOW, (1)- adjustable shelf with DA finish (NOTE: this shelf will be narrow width to fit between the offset walls in the tub, order shelf from print: 33-103012). Door with gas strut hold-open. Sealed access to paddle handle in door panel, Stainless steel sill protector. NOTE: Offset in compartment for full length rear A/A shelf. See special tub print: #33-105141.</p> <p>NOTE: MSV-II Type I Only.</p>
1	200280a	<p>Shelf: Adjustable, Smooth Aluminum w/DA finish, Exterior Compartment - MSVII ONLY</p> <p>Specify Location: Compartment #3 - full width shelf below the offset. Print #: 33-102318</p>
2	STD	<p>Rear Entry Doors: Dual door system w/exterior/interior, locking paddle handles; fixed glass windows and Cast Grabber hold-opens. Sealed access to paddle handles in door panels. Stainless steel sill protector. Two-piece interior door panel.</p>

1	STD	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body WITH optional roll-out battery tray w/removable, latching door.
1	STD	Drop Skirt - 4" on Curbside forward of the rear wheelwell. Requires rub rail to be offset on curbside; taller front stone guard on passenger side and taller kickplate on passenger side.
1	STD	Curbside Entry Door: Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixed glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Stainless steel sill protector. Two-piece interior door panel.
1	STD	Curbside Entry Door Stepwell: Dual, smooth aluminum steps welded into door opening coated with rubberized urethane liner material. Stainless steel threshold trim. Dri-Dek insert on lower floor of step entry.
1	200150	Grab Handle: Exterior, Mounted on curbside wall aft of entry door
1	STD	Compartment #6 CS Rear: Smooth Aluminum body, Vertical backboard storage w/(2) seat belts restraints; (1) in upper Backboard section, (1) lower across Backboard and Stair Chair Section. Door w/gas strut hold-open. Sealed access to paddle handles in door panel, Stainless steel sill protector. <u>Compartment to be 20" Wide and divider located to accommodate 8" wide tracked Stair Chair.</u>
1	STD	Divider: Aluminum w/DA finish, vertical in back Board Compartment
		Locate: Compartment #6 - standard location
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	Power Door Locks: Key Pad, programmable for power door locks NOTE: Ford ONLY (Required for 2017 Type 1)
1	200200MSV	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. Includes (1) switch by Curbside Entry Door interior in standard 4-position switch panel and (1) at Rear Curbside Wall - <u>MSV II ONLY</u>
1	99-0678E	Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille brackets: no bracket required on F-series) LOCATION: Std location front bumper
1	STD	Running Boards: Aluminum diamond plate w/splash guards and Starburst grip punch pattern on step surface.
1	STD	Fender Flares: Rolled Stainless Steel.
1	STD	Rear Bumper: ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	Mirrors, OEM: (1) heated/remote control on each cab door, (1) on interior windshield
4	STD	Wheel Covers: Stainless steel covers w/Valve Extenders

4	STD	Stone Guards: (3) Lower body corners, ADP; (1) 4" taller ADP on Curbside front
1	Modified	Kick Plate, Rear: ADP, below rear doors across to corner posts w/Tow Eye cut-outs
1	99-1776-FM	Tow Eyes: Frame-Mounted Through Rear Kick Plate, Ford F-450 96"W Type I Cab/Chassis. PNs: K2032WN, BC0013 and PN: 33-10-3085 kickplate prints per chassis. NOTE Ford F450/550 MSV-II 157/170 Models Only.
1	STD	Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
1	STD	Cast aluminum fuel fill bezel
1	STD	Fuel Fill Scuff Plate: Stainless steel, below fuel fill bezel
1	STD	Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	Insulation: Spray in place foam, FR 2-Part Spray Foam, CP-1000 Kit 200, applied to curbside entry step well and both rear wheel wells
1	STD	Undercoating: Per Ford QVM Guidelines
03- Brake, Turn & Back-Up Lights		
1	STD	Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.
1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
04- Electrical, Power Distribution, Control Center & Interior Lighting		
1	STD	Battery Switch, Automatic: TST CDR-400- Located in Electrical Cabinet.
2	STD	Batteries: OEM, 650 C.C.A. under hood
1	99-0766A	Battery: Additional, (1) OEM, 750 C.C.A. w/single roll-out tray on Type I, IATS batteries under the hood. Battery to be located below ALS in sealed storage area.
1	99-1356	Front Switch Panel: To have SWAS Logo - PN MX01565 for Front Switch Panel; Type I & III Units only.
1	STD	Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches. (See panel option above)
2	STD	Antenna, Radio Coax Cables: Terminated behind driver's seat w/Power & Ground for each
1	400010	Antenna: Radio coax w/12VDC Power/Ground IATS Specify Location(s): Run Coax from behind AA switch panel to above Dome #3, terminate power/grounds behind driver's seat.
1	99-0076	12VDC: 12 gauge power & ground, IATS Specify Location(s): Cabinet over ALS in upper left hand corner (customer will install their own MedVault unit after delivery)

11	STD	Dome Lights: Whelen LED 18-diodes w/chrome flange MX80EHZA, 2-banks of four (4) lights switched separately with Hi/Lo functions; 1-bank of three (3) lights centered over cot, switched separately with Hi/Lo functions.
1	STD	Action Area Light: Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	99-0622	Shoreline: 125VAC Kussmaul 30amp, Kussmaul SUPER Auto Eject P/N: 091-159-30-120 side wired with hinged, yellow, weatherproof cover, located above Compartment #2 on Streetside. Mount on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-159-081-120 with indicator light for ease of access. Mating connector to be shipped loose. ILOS NOTE: WIRED TO DANHARD UNIT ALSO
2	STD	Switch, Momentary Disable: For Scene/Load Lights. (1) Located on Curbside Wall in 4-position plastic bezel: MX01507. (1) Located on Rear Curbside wall in standardized position, no bezel required, vertical S.S. trim is punched for switch.
1	99-0550-M	Switching: Timer, Momentary 15-Minute timer switch for patient compartment dome lights. Locate switch in std Positron switch panel in standard position on curbside wall. (PNs: MX09150 switch, MX09151 Timer) NOTE: MSVII Models Only
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights
1	99-0481	Inverter: Xantrex Freedom 815-2012 2000W Sine-Wave with integral battery charger. ILOS. NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR INCLOSED CABINET. Location: P/T CABINET E
1	99-1955	Fan: Ventillation. (1) Mechantronics Fan Axial 120x25MM 12VDC fan PN: E1225E12AB-FSR mounted on cabinet door or side wall when any inverter is mounted in an interior, enclosed cabinet.
1	400150	Battery Charger: DELETE STANDARD (when adding Inverter with integral charger)
1	STD MODIFIED	Breaker Box: 125 VAC w/20-Amp Breaker located in CABINET E. GFI receptacle located on the Action Area wall.
3	STD	12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area
3	STD	125 VAC Outlets: Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area
3	400100	125 VAC: Duplex Outlet, IATS Specify Location(s): (1) on curbside wall over head end of bench; (1) on curbside wall over foot end of bench; (1) ceiling above head of cot per print, (Reference previous truck 17-M206)
1	STD	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), <u>Spare switches and digital clock w/Mode Buttons. MX01517.</u>
1	99-1558	Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300

05- Warning Lights & Sirens		
1	STD	Lights; Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- MSV-II Models ONLY. NOTE: Does not include LED Scene or Load Lights.
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
		<u>Front of Body:</u> Add (7) Whelen 900 Series Suprer-LEDs- Specify pattern by LED Color (4) Red and (3) White: <u>R/W/R/W/R/W/R</u> . Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.
		<u>Sides of Body:</u> (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		<u>Rear of Body:</u> (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
		<u>Brake, Turn & Back-Up Lights:</u> Whelen 600 Series LEDs
		<u>Lights, Warning, Intersection Lights:</u> (2) Whelen LINZ6 Series Red Super-LEDs on Front Fenders; (2) Whelen 700 Series Red Super-LEDs above rear Wheel Wells- wired to Pri/Sec Modes
2	STD	<u>Lights, Warning, Grille:</u> Whelen LINZ6 Red LED, on center grille bar, w/Clear lenses and flanges.
6	500127	Lights: Scene/Load, Whelen 900 Series Super-LED 9SC0ENZR Gradient Opti-Scenelight™ with flange included- ILOS Halogen Specify Locations: (2) Each Side of Module & (2) over rear entry doors
1	99-0106	Lights: Scene/Load, Rear side scene lights on each side to come "ON" in Reverse
1	STD	<u>Flasher:</u> Dual mode flasher for Warning Light system, Vanner 9860GCPE
2	STD	<u>Siren Speakers:</u> dual 100 Watt drivers mounted through the front bumper - SAD3827-20FSD-1 // SAP3828-20FSD-1 (for 2020 Chassis)
1	STD	<u>Siren-</u> Whelen 295 SLA1, 200 Watt
1	99-0277	Lights: Warning, Door Open, (Qty. 3 for all entry doors): Whelen 2" T0A00FAR 5mm LED Amber w/TGROM2 rubber grommet Locate: (1) on each lower outboard corner of open rear doors; (1) on lower outboard corner of open Curbside Entry door. All three located above the kickplates. Light to flash when door is open.
06- Oxygen, Vacuum & Miscellaneous Items		
3	STD	<u>Oxygen Outlets:</u> Quick-connect style, 2-in Action Area, 1-over Squad Bench
1	600100	Oxygen: OHMEDA Z-QD0101M0 outlet, IATS Specify Location(s): STD CEILING POSTION
1	STD	<u>Electric Oxygen with manual bypass</u> and switch on A/A panel
1	STD MODIFY	Suction Aspirator System: SSCOR disposable container mounted in recess below Action Area, w/SSCOR gauge and quick-connect in recessed area; SSCOR vacuum pump mounted inside interior Cabinet "E"

1	600080	O2 Cylinder Universal Lift: Zico QR-OTSL-US for H-Cylinder, LH Drive, LH Remote Control; Mounting Bracket and Can Cover required: 33-102085 & 33-102074. Specify Location(s): Compartment #1
1	STD	O2 Regulator: Amvex, 50psi, pre-set
07- AC / Heat		
1	99-2710	HVAC System: ProAir "STAND ALONE" 80 003 218 High capacity 917 combination Heat-AC system to include (1) stand alone compressor, a bulkhead mounted external condenser PN: 206 DL mounted on a painted aluminum shelf PN: 33-11-3943 and a ProAir high performance seven speed, evaporator unit PN: 917 with brushless blower motor and in inline booster pump for the rear heater. There will be a digital thermostat control in Action Area. The evaporator unit will be mounted in the front bulkhead over the walk-through. NOTE: Ford Type I Gasoline Models Only NOTE: MOVE AIR INTAKE VENT TO UNDERSIDE OF BULKHEAD CEILING PER OPTION 99-2341 IN CABINET SECTION.
1	99-0775	HVAC Systems: Danhard Model 50-3000- 125VAC A/C system complete with evaporator, condenser, pump, valve assembly installed below the squad bench lid over the passenger side wheel well, IATS HVAC system. (previous truck with under bench Danhard was 19-M1094 if needed for reference) <i>Locate: Danhard Condenser under body at rear in between frame rails; Compressor located under body to rear of the stepwell; the power unit, breaker box and the rest of the components to be installed inside the squad bench.</i> NOTE: THERMOSTATIC CONTROLS LOCATED IN ACTION AREA BELOW REAR THERMOSTAT. NEED POWDER COATED R/A GRILLE PRINT FOR END OF BENCH - see print 33-105115 - TURN VERTICAL TO FIT BETWEEN A-BAR FEET. (GRILLE ON FACE OF BENCH IS IN DANHARD KIT)
08- Cabinets, Hardware & Miscellaneous Items		
1	STD	Main Streetside Wall Cabinets: Specify required configuration-
1	OPT	Cabinet Configuration- CPR Seat w/EVS V-4 seat belt system and 2nd Action Area; includes (1) 125VAC and (1) 12VDC outlet in 2nd Action Area
		Main Wall aisle-facing Cabinets will have (1) adjustable laminated wood shelf in each and sliding polycarbonate doors with full height extruded handles. Recessed cabinet for suction aspirator container. Stainless steel trim on lower face. See Prints for Configuration.
2	99-2873	Cabinet: Life Defender framed door face, top hinged "Restocking Feature" on Interior Cabinet, Under 40" Width. Cabinet will have positive catch LifeDefender cabinet faces ILOS. This option is PER cabinet. NOTE: REQUIRES AUSTIN ORDER FORM Location: CABINET A & B
1	STD	Action Area Overhead Cabinet: Full-height and depth aisle-facing cabinet w/sliding polycarbonate doors and full height extruded handles.

1	STD	Action Area and Switch Panel: Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.
1	99-2047	Cabinets: Drawer, (1) Aluminum PN: 33-103729 pull-out with HD Keyline slides - (interior dims: 10"W x 3"H usable height x 17"D with non-locking LifeDefender 10" wide drawer latch on drawer face. LOCATION: Below main Action Area countertop - this will cause an offset in compartment #2. See special tub in compartment section. NOTE: MSV-II Models Only
1	STD	Corian Countertop - 1st / 2nd Action Area, Color: <u>Gray Mist HL-027 w/Eclipse HL-039</u> Top and perimeter accent lips. To extend over the edge of cabinet main
1	STD	Cabinet overhead, forward of CPR Seat: Beveled cabinet w/(1) adjustable shelf and (2) hinged 1/2" Acrylic doors with non-locking, two point Eberhard pinch latches on each door.
1	STD	CPR Seat, 2nd Action Area: CPR seat w/hinged, latching lid, storage under seat w/TriMark latch, EVS formed back rest and seat cushion; 2nd Action Area w/(1) 12VDC outlet, (1) 125VAC outlet
1	99-0851	Defibrillator Mount: NCE H7000 LifePak 12/15 Interchangeable monitor mount installed on rear action area shelf w/aluminum backer plate PN:33-10-3043 and Corian spacer for swivel base.
1	STD	Cabinet overhead, rear of CPR Seat: Beveled cabinet w/(1) adjustable shelf and (2) hinged 1/2" Acrylic doors with non-locking, two point Eberhard pinch latches on each door.
1	DEL	DELETE STD Sharps/Waste TILT OUT CABINET: Below 2nd AA with LifeDefender latch
1	99-1819	Cabinets: Delete tip-out door along with sharps/waste hardware and install sliding polycarbonate doors and full height extruded handles below the 2nd A/A Shelf, ILOS tip-out sharps/waste storage. No shelf. Note: approximate 14"H x 20"W x 15"D NOTE: MSV-II 170 ONLY
1	DEL	DELETE STANDARD Inside/Outside access to Compartment #3
1	99-0993	Seating: EVS Technician's Seat 2000RV40 Executive Captain's Chair with V4 Seat Belt and recline feature, ILOS EVS 1780 with 4 point belt NOTE: ALL BLACK
1	99-1044	Seating: EVS Technician's Seat Arm Rest for 1900/2000 seats, Must be ordered with seat.
1	STD	Seat Base: EVS SB-2 Swivel Base for EVS Technician's Seat
2	Modified	Front Bulkhead Cabinets: Electrical Cabinet located above Tech Seat w/round SouthCo latching, vented door; SEE SPECIAL OPTION BELOW FOR HVAC cabinet and filtered air return above Pass-Thru.

1	99-2341	Cabinets: Bulkhead, drug cabinet located above Tech Seat with solid bottom hinged door and LifeDefender latch assemblies. Cabinet to be located in the standard return air opening with a removable tub for access to the electrical harnesses for production. HVAC return air opening and filter air return to be located above pass-through into bottom of P/T cabinet just below HVAC unit and behind the slide-in drug cabinet. ORDER SPECIAL R/A VENT 33-104430 NOTE: MSV-II Models only.
1	99-1839	Lock: LifeDefender CW-LOCKASSY-545 tumbler lock to work with LifeDefender cabinet door or drawer latch. Note: this key is different than the standard LifeDefender lock keys. Specify Location(s): Drug box over P/T in option above (this key lock will match the other two on the ALS in this truck)
1	STD	Pass-Thru Cabinets: Upper cabinet- general storage w/hinged, Austin LifeDefender latching door; Lower cabinet general storage w/hinged, LifeDefender latching, vented door.
1	STD	Cabinet Above ALS: Open storage w/dual 1/2" Acrylic doors with non-locking two-point pinch latches and (1) adjustable shelf.
1	99-0942	ALS Cabinet: delete standard slide-out drawer in ALS and combine middle and lower sections into one opening with (3) adjustable shelves, tall dual solid wood doors with (1) non-locking, 2" round Southco stainless steel latches on the RH door only, ILOS. NOTE: The standard fixed shelf is changed into an adjustable shelf, there will be a total of (3) adjustable shelves in this section. NOTE: MSV-II ONLY
1	STD	Glove Box Holders: (3) w/hinged, powder-coated steel door, in pad above Curbside Entry Door
1	99-1122-B	A-Bar: WITH Sharps/Waste Holders, 15"W w/ .250" mounting plate, Powder coated yellow. NOTE: Type I 170
1	Modified	Squad Bench: <u>Inside of bench will contain Danhard components with grille on aisle side of bench and R/A grille turned vertically on head end of bench.</u>
	NOTE	ORDER SPECIAL BACKER PLATE ILOS PLATE FOR END OF BENCH DUE TO HOLE FOR DANHARD R/A GRILLE. ORDER PNs: 33-113833 & 33-113834.
	1	Full length hinged lid w/TriMark latch for access to interior storage
	2	Full length upholstered seat cushion (Delete Sharps/Waste Area); formed upholstered back rest cushions and head pad for each seated position.
	3	(2) EVS V-4 Belted seating positions w/progressive foam back and head pads and (3) short bottom straps for 2nd Patient restraint
	4	Stainless steel trim on lower face.
1	DEL	DELETE STANDARD Sharps/Waste: Drop-in style w/Red polycarbonate hinged lid with standard containers, located at head of squad bench.

1	99-2563	Cabinet, Squad Bench Overhead: w/ (2) flip-up 1/2" Acrylic doors with (1) Defender Latch on each door and Austin constant torque hinges installed, ILOS pinch latches and stainless steel hinges. Note: Only for 170 MSVII models only.
1	99-2463	Cabinet, Rear Overhead: Cabinet over rear door opening w/ (1) flush mount, flip-up 1/2" polycarbonate door, (3) constant torque hinges and (1) Life-Defender latch ILOS. NOTE: M2-170 Type I ONLY
1	STD	Assist Rail: 1.25" Stainless steel w/radiused ends, overhead off-set toward Streetside.
1	800057	Assist Rail: 1.25" Stainless w/Radius Ends, Over Squad Bench- IATS
3	STD	Grab handles: 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
3	STD	Reflective Striping- Alternate Red/White chevron pattern on smooth aluminum kick panel-mounted on each rear entry and curbside entry door
9	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.
09- Cots & Miscellaneous Items		
1	99-1755	Cot Mount: Install Dealer supplied <u>Ferno ProF1 & Universal Cot Fastener</u> system with Universal Floor mount (with integrated charging system) ILOS. Mounting Location: STD CENTER
10- Paint & Lettering		
1	STD	Paint: Body all OEM White
1	1000072	Paint: Mid-Body Down Type 1 Color: RED Color Code: PPG FBC 71096 Configuration: see paint layout prints and Reference 17-M207 NOTE: Requires Approved Drawings Prior to submitting order. Paint spray samples must be approved prior to scheduling. NOTE: PAINT CONDENSER SHELF WHITE TO MATCH UPPER HALF OF BOX.
1	OPT	Grayson Graphics to supply and install graphics package - see quote
1	1000100	Roof Star ONLY, INSTALLED
SHIP LOOSE		
2	STD	Fire Extinguisher: (2) 5 lb- Ship Loose is Standard
2	99-1667	Portable O2 Bracket: (1) CPI OA1201-D-1 strapless oxygen bottle holder w/mounting plate, for (1) "D" cylinder. Specify Location(s): Ship loose
TOTAL ORDER		

I have reviewed this Order and find it to be acceptable and ready to build.

Dealer Signature **Date:** _____

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

Dealer Signature **Date:** _____

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.



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.

Liquid Springs Suspension	\$12,870
Gloss Gray Cabinets	\$770
Dri-Deck	\$448
Air Horns	\$2,240
Power Door Locks	\$1,232
Running Boards	\$843
Stainless Steel Fender Flares	\$385
Stainless Steel Wheel Covers	\$500
TST-CDR 357 Battery Switch	\$485
Additional Battery	\$847
11 LED Dome Lights	\$1,980
Vanner Inverter	\$1,880
3 Additional 125 VAC outlets	\$315
LED Scene and Load Lights	\$2,754
Additional O2 Outlet	\$175
2 Portable O2 Cylinder Brackets	\$980
Tech Seat with Child Safety Seat	\$490
Swivel Base for tech seat	\$249
A-Bar with Sharps and Trash Containers	\$511
Additional Assist Rail over Squad Bench	\$175
Paint from mid body down	\$4,200
	\$34,329

Anti-Theft Switch	\$500
Flexible LED Compartment Lights	\$423
Additional Air horn reservoir	\$475
Defibrillator Mount	\$950
Arm rest for Tech seat	\$310
Custom Bulkhead Cabinet	\$785
FERNO POWER X1 cot	\$18,900
	\$22,343



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 21, 2020

SUBJECT: 2020 State Appropriation; 20-E2593 City of Hobbs Fire Department Aerial Purchase

DEPT. OF ORIGIN: Fire Department

DATE SUBMITTED: December 15, 2020

SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

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

The Hobbs Fire Department wishes to purchase one (1) Smeal 100' Aerial Platform Fire Apparatus, along with the additional equipment supplied per the specifications included. This purchase will be made utilizing a HGAC purchasing agreement in order to expend the appropriated funds.

Fiscal Impact:

Reviewed By: _____

Finance Department

The total cost for purchasing the Aerial Platform Fire Apparatus is \$1,470,354, which includes a \$2,000 HGAC processing charge. A state appropriation was received in the amount of \$1,500,000 and the grant agreement was approved by the City Commission on September 8, 2020. Per DFA, any administrative fees incurred through purchasing agreements cannot be paid through the state appropriation; therefore, the \$2,000 HGAC processing charge will need to be paid out of a separate line item. The total cost of state appropriated money will be \$1,468,354.

The \$2,000 HGAC Processing fee can be paid out of Public Safety Equipment (01-0220-42714).

Attachments:

1. Resolution
2. AAA Firepro Proposal
3. HGAC contract
4. Aerial Drawing

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Mayor and Commission approve the purchase of one (1) Smeal 100' Aerial Platform Fire Apparatus, along with the additional equipment supplied per the specifications through a HGAC purchasing agreement in the amount of \$1,470,354.

Approved For Submittal By: _____

Department Director

City Manager

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

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7014

A RESOLUTION AUTHORIZING THE PURCHASE OF
A SMEAL 100' AERIAL PLATFORM FIRE APPRATUS WITH ADDITIONAL
EQUIPMENT PER SPECIFICATIONS

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

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

WHEREAS, the total cost of purchasing the aerial apparatus utilizing a HGAC purchasing agreement is \$1,470,354, including a \$2,000 HGAC processing fee; and

WHEREAS, the funding for this purchase will come from state appropriated funds in the amount of \$1,500,000, minus the processing fee which will come from 01-0220-42714 (Public Safety Equipment);

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 effectuate this Resolution authorizing the purchase of a Smeal 100' Aerial Platform Fire Apparatus with additional equipment per specifications.

PASSED, APPROVED AND ADOPTED this 21st day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Hobbs Fire Department
Barry Young, Deputy Chief
301 E. White
Hobbs, NM 88240

December 14, 2020

RE: Smeal Mid-Mount Aerial Platform

AAA Firepro of New Mexico, Inc. is proud to propose the following:

One (1) Smeal 100' Mid-Mount Aerial Platform Fire Apparatus complete with water tank and pump installed on, One (1) Spartan Gladiator Chassis, including the Additional Equipment supplied as per the attached specifications.

-Smeal 100' Mid-Mount Aerial Platform Fire Apparatus	<u>\$1,376,341.00</u>
-Equipment Supplied and Listed in Specification pages 209-213	<u>\$94,013.00</u>
-TOTAL	<u>\$1,470,354.00</u>

TOTAL DUE ON DELIVERY AND ACCEPTANCE

The above price is good until 1/14/2021. After that, pricing is subject to change to price increase. This quote replaces any previous quotes that have been presented on this apparatus. Build days to be approximately 365 days ARO (After Receipt of Order).

A Pre-Construction Trip, Mid-Point Inspection Trip, Final Inspection Trip and delivery to Hobbs, NM is included in the above price. Expenses covered shall include ground transportation, meals, and lodging, for three (3) fire department personnel. Delivery will be by a professional drive away company



This apparatus is available for purchase utilizing the HGAC (Houston Galveston Area Council of Governments) Cooperative Purchasing agreement.

AAA Firepro looks forward to the opportunity of doing business with the City of Hobbs, NM and the Hobbs Fire Dept.

Regards,

A handwritten signature in black ink, appearing to read "Glen Williams".

Glen Williams, Sales Representative
AAA Firepro of NM, Inc.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

12/14/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Hobb, NM, Hobbs Fire and Amb. (LIC 04-156)	Contractor:	AAA Firepro of NM, Inc
Contact Person:	Barry Young (Deputy Chief)	Prepared By:	Glen Williams
Phone:	575-397-9308	Phone:	575-762-2594
Fax:	575-397-9331	Fax:	575-762-1464
Email:	byoung@hobbsnm.org	Email:	glen@aaaafirenm.com

Product Code:	FS19CCA11	Description:	100' MMT Tel Ldr W/PLT, AL Bdy, Spart Glad, 4-Door, Tilt Cab, Tandem Axle
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 1097906

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
13-Change Custom Cab Paint to Two-Tone	4900	95-Upgrade Bumper to Severe Duty	2653
18-Change Cab Entry Doors to Barrier Clear	754	103- Bumper Hose Well	1365
27- Add Multiplex Control Screen	2168	105- Q2 Siren	2598
40-Upgrade Engine from 505 HP To 600 HP Big Block	7600	124- Upgrade Cab Interior to Metal	3780
47-Add Exhaust Removal System Adapter	1305	144- Add Bostrom Securecall SCBA Bracket to Sear 825x5	4125
57- Upgrade Fuel Tank to 68 Gallon	420	147-Exterior Door Handles to Chrome	996
71- Upgrade to Rear Air Suspension up to 62,000#	9971	150 -Upgrade Cab Mirrors	1697
72- Change Front Wheels to Aluminum	802	155-Cab Exterior Wall Overlay	1711
73 Change Rear Wheels to Aluminum (per axle) 1756 x 2	3512	175-Upgrade Headlights to LED	1560
78-Hub and Lug Nut Covers - Tandem	575	192- LED Stick Water Gauges - Pair	1479
87- Add Air Inlet/Outlet	475	Subtotal From Additional Sheet(s):	254203
92- Extend Bumper to 21"	2132	Subtotal B:	310781

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade 1500 GPM Pump to 2000 GPM	2570	Wheel Chock Compt Wheel Well One Each Side	1958
Occupancy Protection Advanced Occ Protection System	6000	Subtotal From Additional Sheet(s):	\$ 25,559.00
AL-11 Aerial Logistics Turntable and Platform Control	12580	Subtotal C:	48667

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	1457354	=	Subtotal D:	1457354
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 2000

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

Description	Cost	Description	Cost
Mid Point Inspection Trip	6000		
Delivery Hobbs, NM	5000		
		Subtotal F:	11000

Delivery Date: 365 Days ARO **G. Total Purchase Price (D+E+F):** 1470354

PUBLISHED OPTIONS

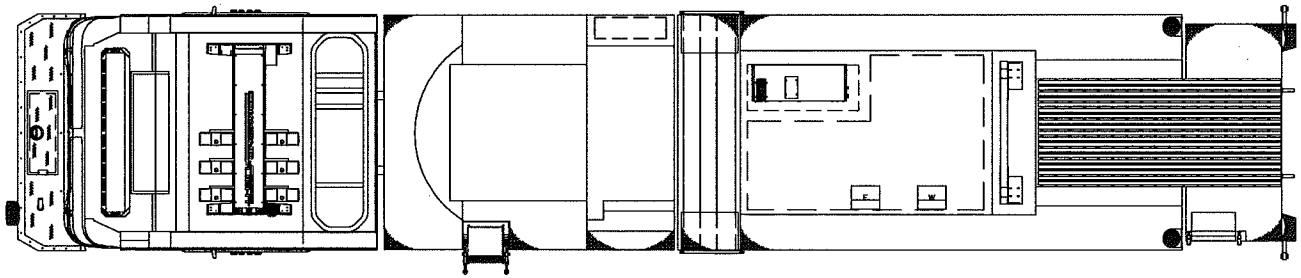
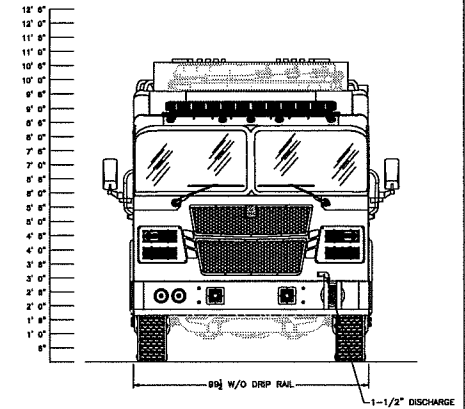
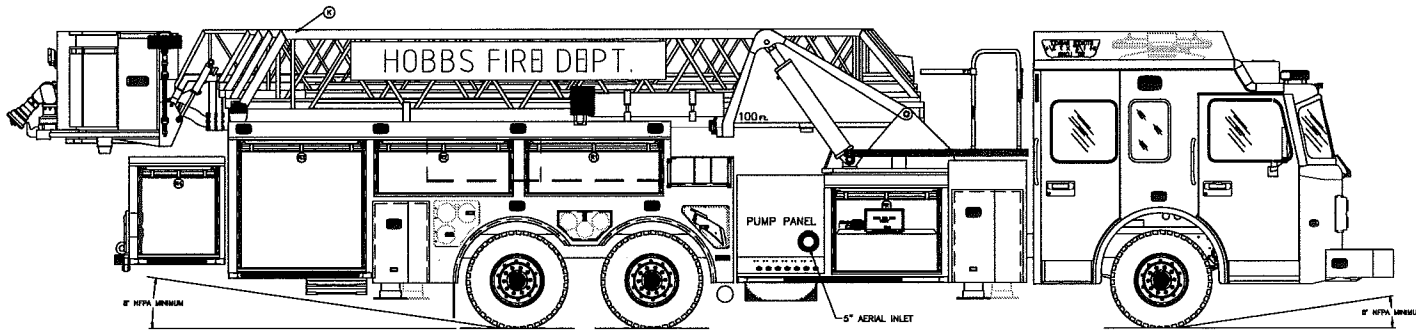
Contract No.: **FS12-19** Contractor: **AAA Firepro of NM, Inc.**
 Product Code: **FS19CCA11**

Option Code	Description	Cost
202	Custom Siren Activations	\$175.00
203	Back-Up Camera System	\$1,200.00
204	Add Side Camera to Back-Up Camera System	\$400.00
208	Weatherband Radio	\$975.00
284	Running Board Hose Well	\$500.00
305	Foam System that Flows 2-5 GPM of Concentrate	\$14,100.00
311	Single Foam Tank Refill System	\$3,165.00
326	Additional Suction - 2.5"	\$1,428.00
339	Additional Crosslay	\$2,017.00
345	Front Bumper Discharge	\$3,086.00
388	Paint Roll-Up Door 620 x 8	\$4,960.00
390	Roll-Up Door Guard 210 x 8	\$1,680.00
394	Dual SCBA Storage Compt 599 x 2	\$1,198.00
395	Triple SCBA Storage Compt 1120 x 2	\$2,240.00
445	Body Compartment Partition	\$1,140.00
446	Half Depth Shelf	\$385.00
447	Full Depth Shelf 525 x 2	\$1,050.00
449	Roll-Out Tray Medium Duty 1450 x 3	\$4,350.00
458	PAC Wall Toolboard (per compt) 1120 x 5	\$5,600.00
479	Upgrad Aerial Communication System to 2-Way Fire Research	\$786.00
484	Smart Leveling System (SSL), Leveling System and Display	\$8,166.00
496	Parapet Ladder Attachment	\$2,251.00
498	Breathing Air System - Platform	\$13,980.00
502	LED Rung Illumination	\$4,183.00
504	Aerial 120V Electrical System	\$2,330.00
650	Hydraulic Generator W/PTO and Panel 15KW	\$29,965.00
669	Cord Reel, 120V Hannay	\$3,624.00
682	Brow Scene Light - LED	\$2,719.00
684	Side Cab/Body Surface Scene Lights 1650 x 10	\$16,500.00
695	Upgrade Aerial Tracking Lights to LED	\$3,196.00
699	Platform LED Lights - Telescoping 3566 x 2	\$7,132.00
703	Light Tower LED	\$29,500.00
705	Light Tower Cab Mount	\$1,385.00
707	Light Tower Branch Guard	\$1,490.00
709	Combination Spanner/Hydrant Wrench Set 195 x 3	\$585.00
717	Portable ABC Extinguisher	\$295.00
718	Portable CO2 Extinguisher	\$595.00
719	Portable H2O Extinguisher	\$245.00
724	Hose - 1.75 x 50' 225 x 8	\$1,800.00
725	Hose 2.5" x 50' 295 x 4	\$1,180.00
727	Hose 5" x 100' 595 x 10	\$5,950.00
751	SCBA Unit 6995 x 6	\$41,970.00
752	SCBA Spare Cylinder 1150 x 6	\$6,900.00
763	Super Vac Fans Price Book 22% Off 5338	\$4,164.00
764	Current Task Force Tips Price Book 23% Off 11965	\$9,213.00
459	Compartment Floor, Shelf, Tray Decking Per Compt 395 x 9	\$3,555.00
279	Change Primer to Trident Air Primer	\$895.00
	PUBLISHED OPTION SUB-TOTAL	\$254,203.00

UN-PUBLISHED OPTIONS

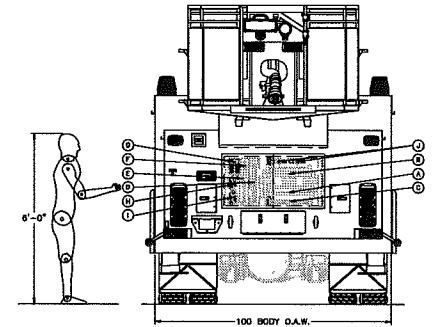
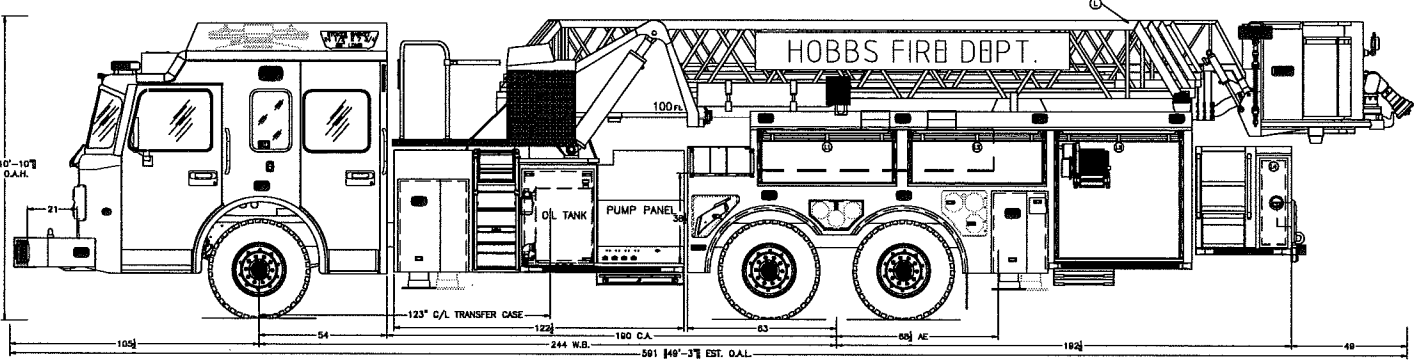
Contract No.: **FS12-19** Contractor: **AAA Firepro of NM, Inc.**
 Product Code: **FS19CCAI1**

Item	Description	Cost
1	Stokes Basket Storage Top of Cab Lift-Up Door	\$1,977.00
2	Mechanical Pump Seal - Waterous	\$569.00
3	LED Backlit Master and Pressure Gauges	\$1,800.00
4	Setcom 4 Position Intercome 2-Wireless 2-Wired	\$7,905.00
5	Radio Interface for Setcom Intercom	\$361.00
6	Gemtor Ladder Belt Package (4) W/2 Retracting Lanyards	\$2,234.00
7	Two (2) 3" x 25' Double Jacket Fire Hose 2-1/2" Couplings	\$367.00
8	Four (4) 1" x 50' Rubber Coated Fire Hose 1" Couplings	\$346.00
9	Two (2) 5" x 25' Rubber Coated Fire Hose 5" Storz Couplings	\$682.00
10	Two (2) 5" x 50' Rubber Coated Fire Hose 5" Storz Couplings	\$92.00
11	Two (2) 2-1/2" NST Double Female	\$58.00
12	Two (2) 2-1/2" NST Double Male	\$34.00
13	Five (5) 5" Storz Mounting Plates	\$115.00
14	Two (2) 2# Connection Mallets	\$34.00
15	One (1) HR-1 Hydra Ram, Mallet & Case	\$1,920.00
16	One (1) Partner K970 12 x 24 Rescue Saw	\$1,644.00
17	Two (2) 30" Pro Bar	\$432.00
18	Four (4) Streamlight E-Spot Firebox 12V Charger	\$722.00
19	Six (6) 12 x 18 Salvage Cover	\$670.00
20	Two (2) 6# Pick Head Axe	\$108.00
21	Two (2) 6# Flat Head Axe	\$102.00
22	Four (4) Axe Bracket (Handle & Blade)	\$159.00
23	One (1) Leather Hose Jacket	\$68.00
24	One (1) Hebert Hose Clamp & Bracket	\$300.00
25	One (1) 24" High Tensile Bolt Cutter & Bracket	\$251.00
26	One (1) 30" High Tensile Bolt Cutter & Bracket	\$335.00
27	One (1) set of Five 30" Pop Up Lighted Traffic Cones NFPA	\$215.00
28	Six (6) NFPA Traffic Vest	\$141.00
29	One (1) Stihl MS461 R Magnum Rescue Saw W/Depth Gauge	\$1,918.00
UNPUBLISHED OPTION SUB-TOTAL		\$ 25,559.00



COMP.	DOOR OPENING	INTERIOR	DOOR HEIGHT	W.	DEPTH
L1	80" x 17"	81.5" x 30.5"	—	14"	14"
L2	80" x 17"	83.5" x 30.5"	—	14"	14"
L3	81" x 48"	85" x 42.5"	—	24"	24"
L4	10" x 36"	13.5" x 41.5"	—	21"	21"
R1	80" x 17"	81.5" x 30.5"	—	14"	14"
R2	80" x 17"	83.5" x 30.5"	—	14"	14"
R3	81" x 48"	85" x 42.5"	—	24"	24"
R4	31" x 33"	34.5" x 41.5"	—	22"	22"
PR1	43" x 30"	45.5" x 41"	—	20"	20"

ITEM	DESCRIPTION	MODEL #	QTY
A	20' 2" REEL EXTENSION	1000-A	1
B	20' REEL	800-A	1
C	20' ROOF	875-A	1
D	12' FOLDING STEP	885-A	1
E	14" FRESH AIR FILL	701	1
F	12' FOLDING STEP	885-A	1
G	2" D-HANDLE FIRE POLE	774D-2	2
H	6" FIRE POLE	774	2
I	12" FIRE POLE	774-1	2
J	6" 10' ROOF HOOK	761-3	2
K	12" ROOF HOOK	774-8	1
L	12" 10' ROOF HOOK	88-10	1



NOTE:
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REV.	BY	DATE	DESCRIPTION
01	CL	2/14/20	ORIGINAL LAYOUT
02	CL	7/23/20	MINOR UPDATES
03	BRAD	10/26/20	CHANGE AIR BOTTLE COMP. LAYOUT, AND STORAGE
04	CL	12/4/20	SMALL WELLS, WARNING LIGHTS, FIRE POLES, MINOR CHANGES

PROPOSAL

CHASSIS: SWEAL SIRIUS MFD 10' RAISED ROOF
ENGINE: CUMMINS X15 BUSHY WITH ALLISON 4000 EVS
WATER TANK: WATERLOO CS40 2000 GPM
FRAM CELL: 300 U.S. GAL
20 U.S. GNS
BODY MATERIAL: 1/8" ALUMINUM
HOSE BED: 500' OF 6" / 81 CU/IN FEET
GENERATOR: DRYAN 15KW 158840
COMPARTMENTS: 167 CU/IN FEET



CITY OF HOBBS FIRE/AMBULANCE
 HOBBS, NM
MODEL: 100' MIDMOUNT PLATFORM (S45MP-100)
MANUFACTURER: AAA FIREPRO OF NEW MEXICO, INC.
SCALE: 1/2" = 1' **DATE:** 12/4/20
REV: 24" X 36" **ISSUE NO:** 20828
REV: 1 OF 1 **DATE:** 04