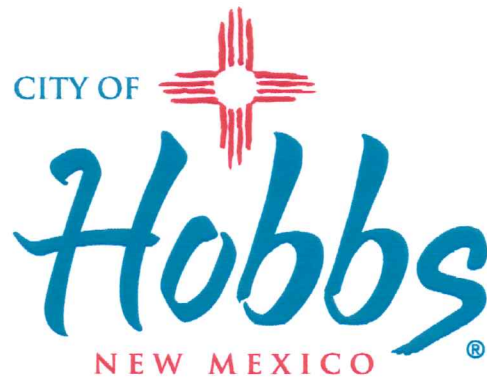


Commission Meeting Agenda



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 7, 2020



Hobbs City Commission

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

Monday, December 7, 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 November 16, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

None

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 7, 2020.

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

2. Resolution No. 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 *(Kevin Robinson, Development Director)*

DISCUSSION

None

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

3. Resolution No. 7008 – Authorizing Grant Funding for Certain Additional Small Businesses Pursuant to the CARES Act Relief Funds Small Business Continuity Grants *(Toby Spears, Finance Director)*
4. **FINAL ADOPTION:** Ordinance No. 1128 - Amending Chapter 2.60 of the Hobbs Municipal Code Related to Labor Management Relations *(Efren Cortez, City Attorney)*
5. Consideration of Approval of a Professional Service Agreement with ARC Janitorial for Janitorial Services *(Shelia Baker, General Services Director)*
6. Consideration of Approval of Professional Service Agreements with Community Maintenance for Janitorial Services *(Shelia Baker, General Services Director)*

7. 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) (*Shelia Baker, General Services Director*)
8. 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) (*Tim Woomer, Utilities Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

9. Next Meeting Date:

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

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 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 7, 2020

SUBJECT: City Commission Meeting Minutes

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

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of November 16, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director


City Manager

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, November 16, 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
Kevin Robinson, Development Director
Brandon Roberts, Fire Inspector
Shawn Williams, Fire Marshal
Art De La Cruz, Community Services Superintendent
Michelle Den Bleyker, Yes Housing, Inc.
Jan Fletcher, City Clerk

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

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

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

Invocation and Pledge of Allegiance

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

Closed Session

The City Commission convened in a virtual closed session on Monday, November 16, 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 2, 2020, and the special meeting held on Monday, November 9, 2020, be approved as written. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Recognition of City Employees - Milestone Service Awards for the Month of November, 2020.

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of November, 2020, which total 30 years of service worked. Acting City Manager/Fire Chief Gomez read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 15 years – Rafael Labastida, Hobbs Police Department
- 15 years – Michael Nash, Hobbs Fire Department

Acting City Manager/Fire Chief Gomez thanked the Commission for recognizing the employees and their service to the City. He stated employees are the most important resource and asset within the organization, and he expressed thanks and appreciation to the employees and their families.

Public Comments

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on November 16, 2020. There was a letter submitted by Mr. Matthew Sena regarding the proposed fireworks ordinance. Mayor Cobb read the letter aloud and requested that it be made a part of these minutes.

Consent Agenda

There were no items presented on the Consent Agenda.

Discussion

Proposed Ordinance Amending Chapter 8.12 of the Hobbs Municipal Code Related to Fireworks.

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, any public comment on this proposed ordinance 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 November 16, 2020. There was a letter submitted by Mr. Matthew Sena regarding the proposed fireworks ordinance which Mayor Cobb read into the record.

Mr. Shawn Williams, Fire Marshal, and Mr. Brandon Roberts, Fire Inspector, presented a PowerPoint presentation to the Commission regarding the proposed fireworks ordinance. Fire Inspector Roberts stated the City's effort has been focused upon improving the fireworks ordinance for the community. He reviewed the overall vision of the Hobbs Fire Department (HFD) for the preservation of life property and the environment. He also briefly reviewed the number of fireworks complaints, fires and code enforcement calls by district. He stated the concerns with the current ordinance are related to the outdated language and definitions, inadequate tools for enforcement and the lack of flexibility. Fire Inspector Roberts explained the exception to strict possession enforcement found in Section 8.12.080 of the proposed fireworks ordinance. He also outlined the modifications to the criminal penalty, civil penalty and the addition of a provision to designate a safe zone. Fire Inspector Roberts stated the end goal in revising this ordinance are as follows:

1. Community Risk Reduction
2. Reduction in community wide complaints
3. Reduction in runaway/injured pets
4. More community clarification of which fireworks are deemed "Legal" and which are considered "Illegal"
5. More consistent enforcement of illegal fireworks
6. More options for the community regarding firework use
7. Introduction of a "Safe Zone(s)" determined by City Officials

In reply to Commission Gerth's inquiry, Fire Inspector Roberts stated there could be two designated safe zones, if needed, one could be located on the North side and the other on the South side of the City. He stated the Hobbs Industrial Air Park is currently being discussed as a safe zone which is located in the North part of Hobbs. Fire Inspector Roberts continued to state he does not know how many citizens have been fined the maximum penalty of \$500.00. He stated no citizens have been cited the past three years. Fire Inspector Roberts further stated an ordinance is in place for enforcing fireworks in the City limits but is not enforced by the HFD due to possible altercations with the offenders. Commissioner Gerth stated there may be a need for more than two safe zones.

Commissioner Calderón thanked the HFD for a good presentation. He stated it will be difficult to catch the citizens using fireworks illegally. Fire Inspector Roberts stated the safe zones can be a successful and fun event for the public.

Commissioner Fields commended the HFD for its efforts in drafting the fireworks ordinance. He also agreed with Commissioner Calderón that it will be difficult to catch the citizens using fireworks illegally. Commissioner Fields stated there is not much change to the revised fireworks ordinance being discussed at tonight's meeting with the exception of the new enforcement language.

In response to Commissioner Calderon's question, Fire Inspector Roberts stated educating the public regarding any changes to the fireworks ordinance will commence early in April and May, 2021, and flyers could be mailed in the water bills.

In reply to Commissioner Mills' inquiry, Fire Inspector Roberts stated there are hundreds of violators on every block lighting artillery shell fireworks.

Commissioner Newman stated a lot of citizens do not call in to report illegal fireworks but are irritated by them.

Commissioner Mills voiced concerns regarding the use of the word "possession" in the proposed ordinance. Mr. Efen Cortez, City Attorney, stated the current fireworks ordinance Section 8.12.040 has the same language for "possession". He further stated if a person is charged with "possession", it is up to the judge or jury to decide if "possession" applies. Mr. Cortez and Commissioner Mills continued to discuss different scenarios of "possession" and the "intent of possession".

Commissioner Penick stated he has problems in his neighborhood for days before and after the holiday. He stated the neighbors leave trash behind and dogs get scared. He further stated he does not approve of the language "transport criminalized" which leaves room for interpretation. Mr. Penick stated the City needs to be careful and not take freedom away from citizens.

Mr. Cortez stated the language “transport criminalized” is in the current fireworks ordinance.

Acting City Manager/Fire Chief Gomez thanked the HFD staff for drafting the proposed fireworks ordinance. He stated now the City needs to collectively focus on issues for the betterment of the entire community.

Mayor Cobb stated the Commission and City staff have had a good discussion tonight regarding the proposed ordinance. He stated the Fire and Police Departments need to work together to make it safe for enforcement and safe for the community.

Commissioner Gerth left the meeting.

Action Items

Resolution No. 7004 – 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 the current amount left in the grant funds available is \$223,969.00 and will exhaust in two weeks. He stated the City has received 114 applications of which 67 have been previously approved, and staff is working with other applicants to submit all of the required documentation. Mr. Spears stated 20 applicants have qualified for tonight’s meeting as follows:

1. V&S LLC (Budget Inn)
2. #3 Tia Juana's
3. #2 MyPower, Inc.
4. CF Lifestyle Investments LLC DBA Quiznos
5. Jack and Jill Preschool
6. AVKD Hospitality LLC DBA Executive Inn/Motel 6
7. Cameron Enterprises LLC
8. #3 Trifecta Solutions LLC
9. #3 Jerbs Custom Jewelry, LLC
10. Steve Mares Personal Trainer DBA Big Steve’s Gym

11. NP3 Health Solutions LLC
12. AG Custom Sheet Metal, Inc.
13. #3 OMG Printing, Inc
14. #2 Big Cheese Pizza of Hobbs #1, Inc.
15. #4 Deep Investments Inc. (Comfort Suites/Mainstay Suites)
16. #4 R&B Ganaway Enterprises (Cherry Berry)
17. #4 Ampersand Media & Design LLC
18. #3 Fields Master Cleaners
19. #3 Taqueria Villa Nueva
20. #4 Bloom Ventures LLC

Mr. Spears stated DFA has updated the requirements to apply for the Federal CARES Act Relief Funds Small Business Continuity Grant. He explained the new updates. Mr. Spears also stated each approved applicant will receive funding up to \$5,000.00 and may apply for additional funds of up to \$20,000.00. He stated the funding is strictly for reimbursement and cannot be given as the result of loss of business income. Mr. Spears added businesses cannot seek reimbursement of the same expenses if they were reimbursed through a PPP loan or other source of funding from the Federal Government.

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

In response to Commissioner Penick's question, Mr. Spears stated he will reach out to DFA and inquire if a business qualifies due for medical and prescription issues.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 7004 be adopted as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7005 - Approving an Affordable Senior Housing Funding Commitment and Letter of Financial support to Yes Housing, Inc., for a Proposed Affordable Senior Housing Complex to be Located Northeast of the Intersection of Berry and Grimes.

Mr. Kevin Robinson, Development Director, explained the resolution and stated Yes Housing, Inc., has proposed to finance and develop a 56-unit affordable senior housing complex on developer controlled property located northeast of the corner of Berry and Grimes. He stated this project will be restricted to seniors with all of the proposed units being income and rent restricted to 60% or below area median income. Mr. Robinson stated this project has a total development cost (TDC) of approximately \$14,250,000.00, so a local contribution of 10% of TDC would earn the Developer 10 points in scoring toward LIHTC funding. He stated Hobbs Municipal Code Chapter 3.14 allows the City to extend financial incentives to stimulate the development and construction of Affordable Senior Housing projects for multi-family housing. In order to qualify, the project must be

considered as an Affordable Housing Project according to the City's Affordable Housing Plan. Mr. Robinson stated this project must also be approved and funded by the New Mexico Mortgage Finance Authority (NMMFA) and comply with State MFA rules. He stated this resolution proposes the City to make a conditional offer of financial assistance in an amount to be determined but not to exceed \$1,425,000.00, to include waiver of development fees to Yes Housing, Inc., if the proposed project is funded by the state and developed. Mr. Robinson stated the Letter of Financial Support gives approval to the Project and commits the funding, contingent on the Developer receiving an allocation of LIHTC's during the 2021 cycle.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 7005 be adopted as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Mayor Cobb thanked Yes Housing, Inc., for investing \$50 million in the City of Hobbs. He wished them luck with NMMFA funding.

Ms. Michelle Den Bleyker with Yes Housing, Inc., stated hopefully the third time applying with NMMFA will be the charm. She stated the affordable housing is for adults aged 55 and above. She further stated there has been considerable time and effort put forth into the design of the Affordable Senior Housing Complex.

In reply to Commissioner Penick's inquiry, Ms. Den Bleyker stated the Affordable Senior Housing Complex is for adults 55 and older and not intended for multi-family.

In response to Mayor Cobb's question, Ms. Den Bleyker stated the Federal occupancy for the Affordable Senior Housing Complex is no more than two people per unit.

In reply to Commissioner Fields' inquiry, Ms. Den Bleyker stated there are 19 proposals before NMMFA for Affordable Senior Housing funding in the State of New Mexico.

In response to Commissioner Penick's question, Mr. Robinson stated the Letter of Financial Support to Yes Housing, Inc., for a proposed Affordable Senior Housing Complex will commit the City if the application is successful. He added the units will be designated as affordable senior housing for 35 years.

Resolution No. 7006 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (507 South McKinley, 507 ½ South McKinley, 215 East White, 213 and 213 ½ East White, 220 West Gypsy and 219 Avenue C.

Mr. Art De La Cruz, Community Services Superintendent, stated the Code Enforcement Department continues to promote safety and clean-up efforts in the City of Hobbs. He

stated the Department has identified the following six structures and/or vacant lot which present safety and fire hazards which warrant their destruction:

1. 507 S. McKinley
2. 507 ½ S. McKinley
3. 215 E. White
4. 213 and 213 1/2 E. White
5. 220 W. Gypsy
6. 219 N. Avenue C

Mr. De La Cruz stated these structures are in dire need of repair. He stated the demolition and clean-up of these properties will cost approximately \$130,000.00 of which approximately \$70,000.00 will be spent on third party contractors and the remaining \$60,000 will be performed by City of Hobbs staff.

There being no further comment or discussion, Commissioner Penick moved that Resolution No. 7006 be adopted as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and 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 7, 2020.

Acting City Manager/Fire Chief Gomez stated COVID-19 has disrupted the nation and community. He stated events and facilities have been directed to close. He stated the City's goal is to protect employees and citizens in the best way possible. Acting City Manager/Fire Chief Gomez recommended that citizens frequently check social media for the latest City closures and updates.

Acting City Manager/Fire Chief Gomez stated the District 4 City Clean-up has been postponed until further notice due to the two week lockdown mandated by the Governor.

Commissioner Mills stated he is a criminal lawyer, and he does not agree with the penalties outlined in the proposed fireworks ordinance. He further stated the meaning of the ordinance should be clear and not complex. Commissioner Mills stated he has received 37 letters addressing concerns about the proposed fireworks ordinance. He stated it is hard to restrict freedom.

Commissioner Fields asked everyone to be safe during the Thanksgiving Holiday. He stated sacrifices have to be made.

Commissioner Penick stated the proposed fireworks ordinance needs to be written well and the Commission needs to vote on what is right. He encouraged everyone to be kind to their neighbors and to remember it is okay to disagree with one another. He added he does not support violence. Commissioner Penick wished everyone a safe and happy Thanksgiving.

Mayor Cobb stated Seniors Standing Strong and Option, Inc., are both having fundraisers and he encouraged everyone to purchase tickets. He stated anyone interested can contact Ms. Jeana Guthrie with Option, Inc., to purchase tickets for both organizations.

Mayor Cobb read a message from Dr. David Shaw with Nor-Lea Hospital stating the hospital has several COVID patients and two are in dire need of ICU but many regional hospitals are full and cannot accept additional patients. Mayor Cobb strongly encouraged everyone to wear masks, wash hands and practice social distancing.

Adjournment

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN OF THE SWEET HOME ON ALABAMA SUBDIVISION, UNIT TWO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: December 01, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for the Sweet Home On Alabama, Unit Two located in the SW 1/4 of Section 27, T17S, R38E of the N.M.P.M. in Lea County, New Mexico is submitted by Berry & Gomez, LLC. The subdivision is located within the Extraterritorial Jurisdiction of Hobbs and northeast of the intersection of Alabama and Knowles Road, both County dedicated and maintained.

Fiscal Impact: Reviewed By: Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs; each structure will be served by domestic water wells and private sewer systems.

Attachments: Resolution, Draft Planning Board Minutes, Subdivision Plat.

Legal Review: Approved As To Form: City Attorney

Recommendation: Consideration to approve the Resolution approving the Sweet Home On Alabama, Unit Two Final Plan.

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. 7007

A RESOLUTION TO APPROVE THE FINAL PLAN OF THE SWEET HOME ON ALABAMA SUBDIVISION, UNIT TWO.

WHEREAS, Berry & Gomez, LLC have submitted the Final Plan for the Sweet Home On Alabama, Unit Two Subdivision located in the SW ¼ of Section 27, T17S, R38E of the N.M.P.M. in Lea County, New Mexico; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the November 17, 2020 meeting; and

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

1. The City of Hobbs hereby grants Final Plan Approval for the Sweet Home On Alabama, Unit Two Subdivision located in the SW ¼ of Section 27, T17S, R38E of the N.M.P.M. in Lea County, New Mexico; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

October 20, 2020 – Regular Meeting

Mr. Kesner asked if everyone has had a chance to read the Regular Meeting Minutes from October 20, 2020? Mr. Sanderson made a motion, seconded by Mr. Ramirez to approve the Regular Meeting Minutes as presented Mr. Kesner did a roll call for the vote, Mr. Kesner-yes, Mr. Ramirez-yes, Mr. Sanderson-yes, and Mr. Ingram-yes, Mr. Hicks-yes, Mr. Donahue-yes and the vote on the motion was 6-0 and the motion carried as presented.

4) Communications from Citizens.

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City of Hobbs Planning Department at krobinson@hobbsnm.org or via fax at (575-397-9227 no later than 9:30 a.m. on October 20, 2020.

There were no communications from citizens.

5) Review and Consider Front Yard Setback Variance as submitted by property owner for property located at 116 E. Sunset.

Mr. Robinson said this is a Front Yard Setback Variance at 116 E. Sunset. He said there have been no existing setback violations so this item had to come to the Planning Board. He said staff denied the variance and the owner did an appeal letter. Mr. Hicks asked if there was a design? Mr. Robinson said that it was a typical standard prebuilt carport. Mr. Ingram said it looks like the carport he has is too big to be considered. Mr. Kesner said he agreed and maybe he could put it on the east side of his property. Mr. Ingram said a 28 foot carport is not going to fit in the front and would be on the city's right of way. Mr. Sanderson agreed and said it has to come off the right-of-way. Mr. Robinson said the Planning Board had the right to make changes or deny the variance.

Mr. Ingram made a motion, seconded by Mr. Sanderson to approve the variance 49 feet from the south back of curb or 8 foot setback from the apparent right of way. Mr. Kesner did a roll call for the vote, Mr. Kesner-yes, Mr. Ramirez-yes, Mr. Sanderson-yes, and Mr. Ingram-yes, Mr. Hicks-yes, Mr. Donahue-yes and the vote on the motion was 6-0 and the motion carried as presented.

6) Review and Consider Final Plat Approval for Sweet Home Alabama Subdivision Unit 2, as submitted by property owner, Berry & Gomez, LLC.

Mr. Robinson said this is a Final Plat Approval. He said Blue Sky has been done according to County specs. Mr. Kesner said there are well and septic systems out there. Mr. Ingram asked if some homes were already built? Mr. Robinson said yes phase 1 is built. He said every lot had public access. He asked if there were any further questions? There were none.

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

7) **Adjournment.**

With nothing further to discuss the meeting adjourned at 10:41 am.

Guy Kesner, Vice Chairman

MATTHEW D. KENNEY, P.E.
2648 Poco Lomas Court
Las Cruces, NM 88011

November 9, 2020

Lea County Road Department
5915 N. Lovington Highway
Hobbs, NM

RE: Sweet Homes on Alabama Subdivision
Blue Skies Road

To Whom it May Concern:

Blue Skies Road has been completed per the design drawings dated August 7, 2020. The improvements are consistent with the subdivision approval. It is recommended that the completed improvements be accepted for maintenance and operations by Lea County.

Sincerely,



Matthew D. Kenney, P.E.
(On behalf of Ken Berry Construction)

ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

SUBJECT: Resolution Authorizing Grant Funding for Certain Small Businesses Pursuant to the CARES Act Relief Funds Small Business Continuity Grants

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: November 30, 2020
SUBMITTED BY: Toby Spears, CPA, CFE – Finance Director

Summary:

The City of Hobbs was awarded a federal CARES Act Relief Funds Small Business Continuity Grant in the amount of \$658,969. The NM Department of Finance and Administration has oversight on this overall grant and has provided recommended process and procedure guidelines to municipal governments. The City established an overall application process for small businesses headquartered in Hobbs, New Mexico. On September 21, 2020, the City Commission approved via Resolution No. 6973 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. Approval of this Resolution would authorize the Finance Department to encumber those funds from the balance of the fund and begin the reimbursement process to the businesses.


Fiscal Impact:

The funding has been established in the overall budget of \$658,969. (both revenue and expenditures)

Reviewed By: 
Finance Department

Attachments:
Resolution;
Exhibit A

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

CITY OF HOBBS

RESOLUTION NO. 7008

A RESOLUTION AUTHORIZING GRANT FUNDING FOR CERTAIN
SMALL BUSINESSES PURSUANT TO THE CARES ACT RELIEF FUNDS
SMALL BUSINESS CONTINUITY GRANT

WHEREAS, on September 21, 2020, via Resolution No. 6973, the City Commission approved the application process for distribution of the federal CARES Act Relief Funds Small Business Continuity Grant to small businesses headquartered in Hobbs, New Mexico, which complies with the guidelines set by the New Mexico Department of Finance and Administration; and

WHEREAS, the small businesses outlined in Exhibit A, attached hereto and incorporated herein, have successfully submitted their Grant applications in compliance with Resolution No. 6973, and therefore should begin the reimbursement process wherein their initial reimbursement amount would be \$5,000.00 and thereafter \$5,000.00 increments not to exceed \$20,000.00 in the aggregate based on provable expenses; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager and staff are directed to do all things appropriate and necessary to ensure that the Grant funds are disbursed to the benefit of the small businesses outlined in Exhibit A on a reimbursement basis in an initial amount of \$5,000.00, and thereafter \$5,000.00 increments not to exceed \$20,000.00 in the aggregate based on provable expenses.

PASSED, ADOPTED AND APPROVED this 7th day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 'A'
Commission Meeting - December 7, 2020
Resolution No. 7008

City of Hobbs
 Workflow process for CARES ACT SBA Grant Program
 From September 22, 2020 thru December 4, 2020

DATE UPDATED:	12/1/2020
TIME UPDATED:	3:00:00 PM

#	Business Name	Business Address	RELATED PARTY	COMMENTS
1	Home Entertainment and Security	225 N Grimes	Yes	Complete - Susan Santa
2	Rockwind Grill LLC	5031 N Carriage Rd	No	Complete
3	Pacific Rim Inc	1309 W Joe Harvey Blvd	No	Complete
4	Heavenly Touch Massage Therapy	209 W Broadway Ste 1A	No	Complete
5	Carranza & Sons Trucking	1608 E Main St	No	Complete
6	Cimarron Inc DBA Diamond Lil's	2600 N Dal Paso	No	Complete
7	Esther's Style Inn & Boutique	731 W Cielo	No	Complete
8	Got 2 Sew LLC	209 W Broadway	No	Complete
9	Sweet & Spicy Memories	209 W Broadway Ste 5	No	Complete
10	Advanced Bodywork and Massage	205 E Sanger	No	Complete
11	Cactus Holdings LLC DBA Dickey's BBQ Pit	1010 W Joe Harvey Blvd	No	Complete
12	Anna Caliendo-Hairdresser	4231 Hermosa	No	Complete
13	Hobbs Therapeutic Massage Center	4909 N Branna St	No	Complete
14	Bootsie's Western Store	503 W Navajo Dr	No	Complete
15	The Kountry Korral Inc	521 W Navajo Dr	No	Complete
16	Hollywood Nails & Spa	3920 N Lovington Hwy St 500	No	Complete
17	Muscle Therapy Center	1711 N Jefferson	No	Complete
18	Jaco3 LLC	2320 N Kingsley	No	Complete
19	Carranza Trucking LLC	1702 E Main St	No	Complete
20	The Sawyers Law Group LLC	1327 E Bender Blvd	No	Complete
21	Denta Dental	3313 N Grimes St	No	Complete
22	Classy Nails Partnership	2827 N Dal Paso Ste 122	No	Complete
23	American Transmission	815 S Turner	No	Complete
24	Baker Brothers Holiday Restaurant	2827 N Dal Paso Ste 136	No	Complete
25	High End RG Productions LLC	2127 Saddle Club Dr	No	Complete
26	On Point Plumbing LLC	1812 N Homestead	No	Complete
27	Food Matters LLC	3420 N Grimes Ste 300	No	Complete
28	Teen Court of Lea County Inc.	200 E Park Ste 135	No	Complete

SBA Grant Program
As Of 12/02/2020 10:00 am

161 applications submitted

13 approved by Commission on 10/05/2020

8 denied (2 in the county, 4 started business after 03/2019, and 2 have not responded to the lack of Business Registration)

9 approved by Commission on 10/19/2020

25 approved by Commission on 11/02/2020

20 approved by Commission on 11/09/2020

20 approved by Commission on 11/16/2020

28 ready to go to Commission on 12/07/2020

18 Given Purchase Orders for Rounds 2-4

20 have received a Dropbox link, but have yet to submit the required documentation

79 have turned in expenditures and been sent to DFA for approval

4 have turned in expenditures to be sent to DFA on 12/03/2020

\$ 658,969.00 Awarded to City of Hobbs to distribute

\$ 65,000.00 Resolution 6975 (13) Businesses approved by Commission on 10/05/2020

\$ 45,000.00 Resolution 6980 (9) Businesses approved by Commission on 10/19/2020

\$ 125,000.00 Resolution 6993 (25) Businesses approved by Commission on 11/02/2020

\$ 100,000.00 Resolution 7003 (20) Businesses approved by Commission on 11/09/2020

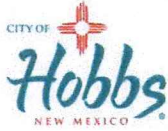
\$ 100,000.00 Resolution 7004 (20) Businesses approved by Commission on 11/16/2020

\$ 137,620.54 (28) Businesses ready to go to Commission on 12/07/2020

\$ 86,348.46 (18) Businesses given Purchase Orders for Rounds 2-4

\$ - Remaining Grant Money to Distribute to Businesses

78 Total Businesses Have or Will Receive SBA Grant Funds During this Process



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

SUBJECT: Adoption of an Ordinance Amending Chapter 2.60 of the Hobbs Municipal Code Related to Labor Management Relations

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 1, 2020
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: 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.). On March 5, 2020, Governor Michelle Lujan Grisham signed HB 364. Part of HB 364 required local governments to submit to the State Public Employees Labor Relations Board (PELRB) copies of updated local ordinances that reflect the changes required by HB 364. The PELRB has approved a model ordinance and the attached ordinance substantially complies with the approved model ordinance. 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.

Fiscal Impact:


There is no fiscal impact for this ordinance amendment.

Reviewed By: 
Finance Department

Attachments:

Proposed Ordinance and Affidavit of Publication.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider adoption of the ordinance amendment.

Approved For Submittal By:

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. 1128

AN ORDINANCE AMENDING CHAPTER 2.60 OF THE HOBBS
MUNICIPAL CODE RELATED TO LABOR MANAGEMENT RELATIONS

WHEREAS, during the 2020 Regular Legislative Session, the New Mexico Legislature passed, adopted, and approved House Bill 364 which amended the Public Employees Bargaining Act (NMSA 1978, § 10-7E-1, et seq.); and

WHEREAS, on March 5, 2020, Governor Michelle Lujan Grisham signed House Bill 364 into law; and

WHEREAS, part of House Bill 364 is now codified in NMSA 1978, § 10-7E-10(B) which requires that no later than December 31, 2020, each local labor board shall submit to the State Public Employees Labor Relations Board (PELRB) copies of a revised local ordinance, resolution or charter amendment authorizing continuation of the local board; and

WHEREAS, through negotiations and continued effort, the PELRB has approved a model ordinance to comply with the changes required by House Bill 364; and

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Hobbs that the Hobbs Municipal Code Chapter 2.60 be repealed in its entirety and replaced as follows:

Chapter 2.60 - LABOR MANAGEMENT RELATIONS

2.60.010 - Short title.

The ordinance codified in this chapter may be cited as the "City of Hobbs Labor Management Relations Ordinance."

(Ord. 927 (part), 2004)

2.60.020 - Purpose.

The purpose of this chapter is to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and the employees and to promote harmonious and cooperative relationships between the employer and the employees, and to acknowledge the obligation of the employer and the employees to provide orderly and uninterrupted services to the citizens.

(Ord. 927 (part), 2004)

2.60.030 - Conflicts.

In the event of conflict with other City of Hobbs ordinances, the provisions of this chapter shall supersede other previously enacted ordinances. City of Hobbs sanctioned rules and regulations, administrative directives, departmental rules and regulations, and work place practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.

(Ord. 927 (part), 2004)

2.60.040 - Definitions.

As used in this chapter:

"Appropriate bargaining unit" means a group of employees designated by the Board for the purpose of collective bargaining.

"Appropriate governing body" means the policymaking body or individual representing a public employer;

"Authorization card" means a signed affirmation by a member of an appropriate bargaining unit designating a particular organization as exclusive representative;

"Board" means the City of Hobbs Labor Management Relations Board.

"Certification" means the designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit.

"Collective bargaining" means the act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours and other terms and conditions of employment.

"Confidential employee" means a person who devotes a majority of his or her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines and effectuates management policies.

"Emergency" means a one-time crisis that was unforeseen and unavoidable.

~~"Employee" means a regular non-probationary employee of the City of Hobbs.~~

~~"Employer" means the City of Hobbs.~~

"Exclusive representative" means a labor organization that, as a result of certification ~~by the Board,~~ has the right to represents all public employees in an appropriate bargaining unit for the purposes of collective bargaining.

~~"Fair share" means the payment to a labor organization which is the exclusive representative for an appropriate bargaining unit by an employee of that bargaining unit who is not a member of that labor organization equal to a certain percentage of membership dues. Such figure is to be calculated based on United States and New Mexico statutes and case law identifying those expenditures by a labor organization which are permissibly chargeable to all employees in the appropriate bargaining unit under United States and New Mexico statutes and case law, including, but not limited to, all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit, servicing such contract, and representing all such employees in grievances and disciplinary actions.~~

~~"Governing body" means the City of Hobbs City Commission.~~

"Impasse" means failure of ~~thea~~ public employer and an exclusive representative, after good-faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

"Labor organization" means any employee organization, one ~~(1)~~ of whose purposes is the representation of public employees in collective bargaining and in otherwise meeting, consulting, and conferring with employers on matters pertaining to employment relations.

"Lockout" means an act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative.

"Management employee" means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering or effectuating management policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decision-making programs ~~on an occasional basis or~~ whose fiscal responsibilities are routine, incidental or clerical.

"Mediation" means assistance by an impartial third party to resolve an impasse ~~in contract negotiation~~ between ~~thea~~ public employer and an exclusive representative regarding employment relations through interpretation, suggestion and advice.

"Professional employee" means an employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

"Public employee" means a regular non-probationary employee of the City of Hobbs; and includes those employees whose work is funded in whole or in part by grants or other third party sources.

"Public employer" means the City of Hobbs.

"Strike" means an public employee's refusal, in concerted action with other public employees, to report for duty or his or her willful absence ~~or withholding of service~~ in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the ~~working~~ conditions, compensation, rights, privileges or obligations of public employment.

"Supervisor" means an employee who devotes a majority ~~amount~~ of work time to supervisory duties, who customarily and regularly directs the work of two ~~(2)~~ or more other employees and who has the authority in the interest of the employer to hire, promote or discipline other employees or to recommend such actions effectively, but "supervisor" . This definition does not include an individuals who performs

merely routine, incidental, or clerical duties or who occasionally assumes a supervisory or directory roles or whose duties are substantially similar to those of their individual's subordinates and does not include a lead employees or an employees who occasionally participates in peer review or occasional employee evaluation programs of employees.

(Ord. 927 (part), 2004)

2.60.050 - Rights of employees.

A. Employees, other than management, supervisory, confidential, and probationary employees, may form, join or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint or coercion. Employees also have the right to refuse to form, join or assist any labor organization.

B. Public employees have the right to engage in other concerted activities for mutual aid or benefit. This right shall not be construed as modifying the prohibition on strikes set forth in subsection of this ordinance.

(Ord. 927 (part), 2004)

2.60.060 - ~~Management rights~~ Rights of Employer.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the ~~employer's rights shall include, but are not limited to, the following~~ employer may:

- A. ~~To d~~Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
- B. ~~To d~~Determine qualifications for employment and the nature and content of personnel examinations;
- C. ~~To t~~Take actions as may be necessary to carry out the mission of the employer in emergencies; and
- D. ~~The employer r~~Retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

(Ord. 927 (part), 2004)

2.60.070 - Labor Management Relations Board ~~created~~ Terms- Conditions of Continued Existence and Transfer of Authority Upon Termination.

A. The "Labor-Management Relations Board" ~~is hereby created in 2004 pursuant to Ordinance number 927 shall continue to exist except as provided in NMSA 1978, Section 10-7E-10(B) through 10-7E-10(J)(2020).~~

B. The Board shall be composed of three (3) members appointed by the Mayor and approved by the City Commission. One ~~(1)~~ member shall be appointed on the recommendation of individuals representing labor, one ~~(1)~~ member shall be appointed on the recommendation of the City Manager, and one ~~(1)~~ member shall be appointed on the recommendation of the first two ~~(2)~~ appointees.

BC. Board members shall serve for a period of one (1) year with terms commencing in the month of September except in the initial appointment which will be a shorter term effective the same day as the ordinance codified in this chapter. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.

~~CD.~~ During the term of appointment, no Board member shall hold or seek any other political office or public employment or be an employee of a union, ~~or~~ an organization representing public employees or a public employer.

~~DE.~~ Each Board member shall be paid per diem and mileage in accordance with the provisions of the Per Diem and Mileage Act.

(Ord. 927 (part), 2004)

2.60.080 - Board—Powers and duties.

A. The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the ordinance codified in this chapter, including the establishment of procedures for:

1. The designation of appropriate bargaining units;
2. The selection, certification and decertification of exclusive representatives; and
3. The filing, hearing, and determination of complaints of prohibited practices. ~~This does not apply to negotiation impasse or grievances subject to the required negotiated grievance process.~~

B. The Board shall:

1. Hold hearings and make inquiries necessary to carry out its functions and duties;
- ~~2. Conduct studies on problems pertaining to employee-employer relations; and~~
- ~~23. Request information and data from public employers and labor organizations the information and data necessary to carry out the its functions and responsibilities of the Board.~~
- ~~4. Hire personnel or contract with third parties as the appropriate governing body deems necessary to assist the Board in carrying out its functions and may delegate any or all of its authority to those third parties, subject to final review of the Board.~~

C. The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of ~~any~~ evidence, including books, records, correspondence or documents ~~relevant-relating~~ to the matter in question. The Board may prescribe the form of the subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the District Court. The Board may administer oaths and affirmations, examine witnesses and receive evidence. ~~Subject to the approval of funds, the Board may contract with a third party to assist it in carrying out its functions.~~

D. The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. ~~The decisions of the Board on interpretation and applications of the ordinance codified in this chapter are final and binding on the parties subject to the appeal process provided in Section 2.60.200. The Board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.~~

E. The Board has the power to enforce provisions of the Public Employee Bargaining Act and this ordinance City of Hobbs Labor Management Relations Ordinance and the Board's Labor Management Relations Rules and Regulations through the imposition of appropriate administrative remedies, actual damages related to dues, back pay including benefits, reinstatement with the same seniority status that the employee would have had but for the violation, declaratory or injunctive relief or provisional remedies, including temporary restraining orders or preliminary injunctions. ~~No punitive damages or attorney fees may be awarded by the Board.~~

~~F. The Board shall have no power to promulgate policy other than for its own operation.~~

~~GF.~~ No rule or regulation promulgated by the Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the ordinance codified in this chapter to pay money

to any labor organization that is certified as an exclusive representative. ~~This issue of fair share shall be a permissive as opposed to a mandatory subject of bargaining between the employer and the exclusive representative.~~

(Ord. 927 (part), 2004)

2.60.090 - Hearing procedures.

- A. The Board may hold hearings for the purposes of:
1. Information gathering and inquiry;
 2. Adopting rules and regulations; and
 3. Adjudicating disputes and enforcing the provisions of the ordinance codified in this chapter and rules and regulations adopted pursuant to the ordinance.
- B. The Board shall adopt ~~regulations~~ rules setting forth procedures to be followed during hearings of the Board. Such ~~regulations~~ rules shall meet minimal due process requirements of the State and Federal constitution.
- C. The Board may appoint a hearing examiner to conduct any adjudicatory hearing authorized by the Board. At the conclusion of the hearing, the examiner shall prepare a written report, including findings and recommendations, all of which shall be submitted to the Board for its decision.
- D. A rule proposed to be adopted by the Board that affects a person or governmental entity outside the Board and its staff shall not be adopted, amended or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the rule, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views and the method by which copies of the proposed rule, proposed amendment or repeal of an existing rule may be obtained. All meetings shall be held in Lea County. Notice shall be published once at least thirty (30) days prior to the hearing date to all persons who have made a written request for advance notice of hearings.
- ~~C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.~~
- ~~D.E.~~ E. All adopted rules and regulations shall be filed in accordance with applicable ~~laws~~ state statutes.
- ~~E.F.~~ F. A verbatim record made by electronic or other suitable means shall be made of every rule-making and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. ~~The party requesting the transcript shall pay for the transcription, in the case of judicial review the payment shall be made by the party filing the appeal.~~
- ~~F. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under the ordinance codified in this chapter.~~
- ~~G. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views and the method in which copies of the proposed regulation, proposed amendment or repeal of an existing regulation may be obtained. All meetings shall be held at a City facility. Notice shall be published once at least thirty (30) days prior to the hearing date in a newspaper of general circulation in the City of Hobbs, and notice shall be mailed at least thirty (30) days prior to the hearing date to all persons who have made a written request for advance notice of hearings.~~

(Ord. 927 (part), 2004)

2.60.100 - Appropriate bargaining units.

- A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups or clear and identifiable community of interest in employment terms, employment conditions, and related personnel matters among the employees involved. Occupational groups shall generally be identified as blue collar, secretarial clerical, technical, para-professional, professional, corrections, firefighters, and police officers. Department, craft, or trade designations other than as specified above shall not determine bargaining units. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups. The essential factors in determining appropriate bargaining units shall include the principles of efficient administration of government, the history of collective bargaining, and the assurance to employees of their rights guaranteed by the ordinance codified in this chapter.
- B. If the labor organization and the employer cannot agree on the appropriate bargaining unit within thirty (30) days, the Board shall hold a hearing concerning the composition of the bargaining unit. Any agreement as to the appropriate bargaining unit between the employer and the labor organization is subject to the approval of the Board.
- C. The Board shall not include in any appropriate bargaining unit, probationary, supervisory, managerial or confidential employees.
- D. Jobs included within a bargaining unit pursuant to a City of Hobbs labor management relations ordinance in effect on January 1, 2020 shall remain in that bargaining unit after enactment of this ordinance unless otherwise removed by the Board in accordance with its rules governing unit clarification.

(Ord. 927 (part), 2004)

2.60.110 - Elections.

- A. Whenever, in accordance with ~~regulations-rules~~ prescribed by the Board, a petition is filed by a labor organization containing the signatures of at least thirty ~~(30)~~ percent of the public employees in an appropriate bargaining unit, the Board shall conduct a secret ballot representation election to determine whether and by which labor organization the public employees in the appropriate bargaining unit shall be represented. Upon acceptance of a valid petition, the Board shall require the City of Hobbs to provide the labor organization within ten business the names, job titles, work locations, home addresses, personal email addresses and home or cellular telephone numbers of any public employee in the proposed bargaining unit. This information shall be kept confidential by the labor organization and its employees or officers. The ballot shall contain the name of any labor organization submitting a petition containing signatures of at least thirty percent of the public employees in the appropriate bargaining unit. The ballot shall also contain a provision allowing public employees to indicate whether they do not desire to be represented by a labor organization. An election shall only be valid if forty percent of the eligible employees in the bargaining unit vote in the election. post a notice to affected employees regarding the filed petition and proceed with the process for conducting a secret ballot representation election.
- B. Once a labor organization has filed a valid petition calling for a representation election with the Board requesting a representation election, other labor organizations may seek to be placed on the ballot. Any Such an labor organization may shall file a competing petition containing the signatures of not less than thirty (30) percent of the public employees in the appropriate bargaining unit no later than ten (10) calendar days after the Board and the public employer has posted a written notice that at the petition in Subsection A of this section for a representation election has been filed by a labor organization.
- C. All representation elections shall include the option for "no representation," except in a run-off election where the choice of "no representation" was not one (1) of the two (2) choices that received the highest votes. As an alternative to the provisions of Subsection A of this section, a labor organization with a

reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may submit authorization cards from a majority of the employees in an appropriate bargaining unit to the Board, which shall, upon verification that a majority of the employees in the appropriate bargaining unit have signed valid authorization cards, certify the labor organization as the exclusive representative of all public employees in the appropriate bargaining unit. The employer may challenge the verification of the Board; the Board shall hold a fact-finding hearing on the challenge to confirm that a majority of the employees in the appropriate bargaining unit have signed valid authorization cards.

- D. ~~In the event of an election with two (2) or more labor organizations on the ballot and none of the choices on the ballot received a majority of the votes cast, then a run-off election shall be held within fifteen (15) calendar days. The choices on the run-off election shall consist of the two (2) choices, which received the greatest number of votes in the original election. If a labor organization receives a majority of votes cast, it shall be certified as the exclusive representative of all public employees in the appropriate bargaining unit. Within fifteen days of an election in which no labor organization receives a majority of the votes cast, a runoff election between the two choices receiving the largest number of votes cast shall be conducted. The Board shall certify the results of the election, and, when a labor organization receives a majority of the votes cast, the Board shall certify the labor organization as the exclusive representative of all public employees in the appropriate bargaining unit.~~
- E. ~~A valid election requires that at least forty (40) percent of the eligible employees in an appropriate bargaining unit cast a vote. In an election with only one (1) labor organization, and the majority of the votes cast are in favor of representation the Board shall certify that labor organization as the exclusive representative for all the employees in the bargaining unit.~~
- FE. ~~No-An~~ election shall not be conducted if an election or runoff election has been conducted in the twelve-month period immediately preceding the proposed representation election. ~~No-An~~ election shall not be held during the term of an existing collective bargaining agreement, except as provided in Section 2.60.130(B) of this chapter, ~~or after the expiration of the third year of a collective bargaining agreement with a term of more than three (3) years.~~
- G. ~~Election disputes shall be resolved by the Board.~~
- H. ~~As an alternative to the provisions of subsection A of this section, the employer and a labor organization with a reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may establish an alternative appropriate procedure for determining majority status. The procedure may include a labor organization's submission of authorization cards from a majority of the employees in an appropriate bargaining unit. The local Board shall not certify an appropriate bargaining unit if the employer objects to the certification without an election.~~

(Ord. 927 (part), 2004)

2.60.120 - Exclusive representation.

A. A labor organization that has been certified by the Board as ~~the exclusive representative for representing the public~~ employees in an appropriate bargaining unit shall be the exclusive representative of all public employees in the appropriate bargaining unit. ~~represent all employees in the bargaining unit.~~ The exclusive representative shall act for all public employees in the appropriate bargaining unit and negotiate a collective bargaining agreement covering all public employees in the bargaining unit. The exclusive representative shall represent the interests of all public employees in the appropriate bargaining unit without discrimination or regard to membership ~~or non membership~~ in the labor organization. A claim by a public employee that the exclusive representative has violated this duty of fair representation shall be forever barred if not brought within six months of the date on which the public employee knew, or reasonably should have known, of the violation.

B. This section does not prevent a public employee, acting individually, from presenting a grievance without the intervention of the exclusive representative. At a hearing on a grievance brought by a public employee individually, the exclusive representative shall be afforded the opportunity to be present and

~~make its views known. An adjustment made shall not be inconsistent with or in violation of the collective bargaining agreement then in effect between the public employer and the exclusive representative. The existence of an exclusive bargaining representative shall not prevent employees from taking their grievances through the grievance process or filing prohibited practices with the Board. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of a memorandum of understanding between the employer and the exclusive representative applicable to the day-to-day administration of the collective bargaining agreement. The exclusive representative shall be afforded the opportunity to be present at such hearings and make its views known.~~

C. The City of Hobbs shall provide an exclusive representative of an appropriate bargaining unit reasonable access to employees within the bargaining unit, including the following:

1. for purposes of newly hired employees in the bargaining unit, reasonable access includes:

a. the right to meet with new employees, without loss of employee compensation or leave benefits; and

b. the right to meet with new employees within thirty days from the date of hire for a period of at least thirty minutes but not more than one hundred twenty minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings; and

2. for purposes of employees in the bargaining unit who are not new employees, reasonable access includes:

a. the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and

b. the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

D. The City of Hobbs shall permit an exclusive representative to use the public employer's facilities or property, whether owned or leased by the employer, for purposes of conducting meetings with the represented employees in the bargaining unit. An exclusive representative may hold the meetings described in this section at a time and place set by the exclusive representative. The exclusive representative shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

E. The meetings described in this section shall not interfere with the City of Hobbs operations.

F. If the City of Hobbs has the information in its records, the City of Hobbs shall provide to the exclusive representative, the following information for each employee in an appropriate bargaining unit:

1. the employee's name and date of hire;

2. contact information including:

a. cellular, home and work telephone numbers;

b. a means of electronic communication, including work and personal electronic mail addresses; and

c. home address or personal mailing address; and

3. employment information, including the employee's job title, salary and work site location.

G. The City of Hobbs shall provide the information described in Subsection F of this section to the exclusive representative within ten days from the date of hire for newly hired employees in an appropriate bargaining unit, and every one hundred twenty days for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by the labor organization and its

employees or officers. Apart from the disclosure required by this subsection, and notwithstanding any provision contained in the Inspection of Public Records Act, the public employer shall not disclose the information described in Subsection F of this section, or public employee's dates of birth or social security numbers to a third party.

H. An exclusive representative shall have the right to use the electronic mail systems or other similar communication system of a public employer to communicate with the employees of the bargaining unit regarding:

1. collective bargaining, including the administration of collective bargaining agreements;
2. the investigation of grievances or other disputes relating to employment relations; and
3. matters involving the governance or business of the labor organization.

I. Noting in this section prevents the City of Hobbs from providing an exclusive representative access to employees within the bargaining unit beyond the reasonable access required under this section or limits any existing right of a labor organization to communicate with public employees.

(Ord. 927 (part), 2004)

2.60.130 - Decertification of exclusive representative.

- A. ~~Any~~ member of a labor organization or the labor organization itself may initiate decertification of a labor organization as the exclusive representative if thirty ~~(30)~~ percent of the public employees in the appropriate bargaining unit make a written request to the Board for a decertification election. A decertification elections shall be held in a manner prescribed by rule of the Board. An election shall only be valid only if there are at least forty (40) percent of the eligible employees in the bargaining unit vote in the election.
- B. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the Board no earlier than ninety ~~(90)~~ days and no later than sixty ~~(60)~~ days before the expiration of the collective bargaining agreement; provided, however, ~~that~~ a request for an decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three ~~(3)~~ years.
- C. When, within the time period prescribed in subsection B of this section, a competing labor organization files a petition containing signatures of at least thirty ~~(30)~~ percent of the public employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.
- D. When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for a decertification election or an election sought by a competing labor organization earlier than twelve ~~(12)~~ months subsequent to a labor organization's certification as the exclusive representative.

(Ord. 927 (part), 2004)

2.60.140 - Scope of bargaining.

- A. Except for retirement programs provided under the Public Employment Retirement Act public employers and exclusive representatives; ~~the parties~~
 1. shall bargain in good faith on all wages, hours and other terms and conditions of employment and other issues agreed to by the parties. However, neither the public employer nor the exclusive representative shall be required to agree to a proposal or to make a concession; and
 2. The parties shall enter into a written collective bargaining agreement covering employment relations, regarding the issues agreed to in collective bargaining.

- B. ~~Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.~~ Entering into a collective bargaining agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours and all other terms and conditions of employment, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects. However, no party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.
- C. In regard to the Public Employees Retirement Act, the City of Hobbs in a written collective bargaining agreement may agree to assume any portion of a public employee's contribution obligation to retirement programs provided pursuant to the Public Employees Retirement Act. Such agreements are subject to the limitations set forth in this section.
- ~~CD.~~ The obligation to bargain collectively imposed by the ordinance codified in this chapter shall not be construed as authorizing employers the City of Hobbs and exclusive representatives to enter into any agreement that is in conflict with the provisions of any other statute of this state; provided however, that a collective bargaining agreement that provides greater rights, remedies and procedures to public employees than contained in a state statute shall not be considered to be in conflict with that state statute. State or Federal statutes. ~~In the event of an actual conflict between the provisions of any other statute of this state Federal or State statutes and any agreement entered into by the public employer and the exclusive representative in collective bargaining, the statutes of this state former shall prevail.~~
- ~~DE.~~ Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties or fines of any type, levied by the exclusive representative. The City of Hobbs shall honor payroll deductions until the authorization is revoked in writing by the public employee in accordance with the negotiated agreement and this subsection and for so long as the labor organization is certified as the exclusive representative. Public employees who have authorized the payroll deduction of dues to a labor organization may revoke that authorization by providing written notice to their labor organization during a window period not to exceed ten days per year for each employee. The City of Hobbs and the labor organization shall negotiate when the commencement of that period will begin annually for each employee. If no agreement is reached, the period shall be during the ten days following the anniversary date of each employee's employment. Within ten days of receipt of notice from a public employee of revocation of authorization for the payroll deduction of dues, the labor organization shall provide notice to the public employee's revocation of that authorization. A public employee's notice of revocation for the payroll deduction of dues shall be effective on the thirtieth day after the notice provided to the public employer by the labor organization. No authorized payroll deduction of dues held by the City of Hobbs or a labor organization of July 1, 2020 shall be rendered invalid by this provision and shall remain valid until replaced or revoked by the public employee. During the time that a Board certification is in effect for a particular exclusive representative appropriate bargaining unit, the public employer shall not deduct dues for any other labor organization, from members of the same bargaining unit.
- F. The City of Hobbs and a labor organization, or their employees or agents, are not liable for, and have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving or retaining fair share dues or fees from public employees, and current or former public employees do not have standing to pursue these claims or actions if the fair share dues or fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, on or before June 27, 2018. This subsection:
1. applies to all claims and actions pending on July 1, 2020 and to claims and actions filed on or after July 1, 2020; and
 2. shall not be interpreted to infer that any relief made unavailable by this section would otherwise be available.
- ~~EG.~~ Any agreement or An impasse resolution or an agreement by the City of Hobbs by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific

appropriation of funds by the appropriate governing body and the availability of funds, ~~to fund the agreed upon provision.~~ The arbitrator's decision shall not require the re-appropriation of funds.

~~FH.~~ The parties have a requirement that~~An agreement shall include~~ a grievance procedure to be used for the settlement of disputes pertaining to employment terms and conditions and related personnel matters. ~~The grievance procedure shall provide for a final and binding determination. The final determination shall constitute an arbitration award within the meaning of the Uniform Arbitration Act; such award shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act. The cost of an arbitration proceeding conducted pursuant to this subsection shall be shared equally by the parties, culminating with final and binding arbitration be negotiated. This applies only to grievances and the interpretation and application of the agreement between the parties and does not apply to negotiation impasses. The parties shall share the cost of any proceedings conducted pursuant to this subsection equally. Each party is responsible for paying any cost related to its witnesses and representation.~~

I. The following meetings shall be closed:

1. meetings for the discussion of bargaining strategy preliminary to collective bargaining negotiations between the City of Hobbs and the exclusive representative of the public employees of the City of Hobbs;

2. collective bargaining sessions; and

3. consultations and impasse resolution procedures at which the public employer and the exclusive representative of the appropriate bargaining unit are present.

(Ord. 927 (part), 2004)

2.60.150 - ~~Negotiations and~~ impasse resolution.

~~A. The following meetings shall be closed:-~~

~~1. Meetings for the discussion of collective bargaining strategy between the governing body and the employer's negotiating team preliminary to negotiations sessions;~~

~~2. Collective bargaining sessions; and~~

~~3. Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.~~

~~B. The following negotiation procedures shall apply to the employer and exclusive representatives:-~~

~~1. The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be post marked no earlier than one hundred twenty (120) days or later than sixty (60) days prior to the contract ending date or as negotiated by the parties. The parties may open negotiations at any time by mutual agreement.~~

~~2. All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.~~

~~3. Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.~~

~~4. Tentative agreements reached during negotiations will be reduced to writing, dated, and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.~~

~~5. Agreement on contract negotiations is accomplished when the Union President and the City Manager sign the agreement. Provisions in multi-year agreements providing for economic~~

~~increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.~~

~~CA.~~ The following impasse procedure shall be followed by the ~~employer~~ City of Hobbs and exclusive representative:

1. If an impasse occurs, either party ~~shall~~ may request ~~from the Board that a mediator be assigned to the negotiations unless the parties can agree on a mediator.~~ mediation assistance. A mediator with the federal mediation and conciliation service shall be assigned by the Board to assist negotiations unless the parties agree to another mediator; and if the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service.
2. If the impasse continues after ~~thirty (30) calendar days~~ a thirty-day mediation period, either party may request ~~an unrestricted~~ a list of seven ~~(7)~~ arbitrators from the federal mediation and conciliation service. One arbitrator shall be chosen by the parties by alternatively striking names from such list. The parties shall choose one (1) arbitrator by alternately striking names from such list. ~~Who~~ Which party strikes ~~the first name~~ shall be determined by coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues pursuant to Section 14 of this ordinance and the Uniform Arbitration Act no later than thirty ~~(30) calendar~~ days after the arbitrator has been notified of ~~his or her~~ selection by the parties. The arbitrator's decision shall be limited to a selection of one ~~(1)~~ of the two ~~(2)~~ parties' complete, last, best offer. The cost of an arbitrator and the arbitrator's related costs conducted pursuant to this subsection shall be shared equally by the parties. Each party shall be responsible for bearing the cost of presenting its case. The decision shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act. However, an impasse resolution decision of an arbitrator or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds. An arbitrator's decision shall not require the employer to re-appropriate funds. The parties shall share all of the arbitrator's costs incurred pursuant to this subsection equally. Each party shall be responsible for paying any costs related to its witnesses and representation. The decision shall be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.

B. The City of Hobbs may enter into a written agreement with the exclusive representative setting forth an alternative impasse resolution procedure.

C. 3.—In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the ~~employer~~ the City of Hobbs to increase any employees' levels, steps, or grades of compensation contained in the existing contract.

(Ord. 927 (part), 2004)

2.60.160 - Employers—Prohibited practices.

A. ~~A public employer~~ The City of Hobbs or ~~his or her~~ its representative shall not:

1. Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;
2. Interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under the ordinance codified in this chapter or use public funds to influence the decision of its employees or the employees of this subcontractors regarding whether to support or oppose a labor organization that represents or seeks to represent those employees, or whether to become a

member of any labor organization; provided, however, that this subsection does not apply to activities performed or expenses incurred;

a. addressing a grievance or negotiating or administering a collective bargaining agreement;

b. allowing a labor organization or its representatives access to the City of Hobbs facilities or properties;

c. performing an activity required by federal or state law or by a collective bargaining agreement;

d. negotiating, entering into or carrying out an agreement with a labor organization;

e. paying wages to a represented employee while the employee is performing duties if the payment is permitted under a collective bargaining agreement; or

f. representing the City of Hobbs in a proceeding before the Board or in a judicial review of that proceeding;

3. Dominate or interfere in the formation, existence or administration of any labor organization;
4. Discriminate in regard to hiring, tenure or any term or condition of employment in order to encourage or discourage membership in a labor organization;
5. Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under pursuant to the provisions of this chapter ordinance or because an employee is forming, joining or choosing to be represented by a labor organization;
6. Refuse to bargain collectively in good faith with the exclusive representative;
7. Refuse or fail to comply with any provisions of this chapter ordinance, Board regulations, or the Public Employee Bargaining Act; or Board rule; or
8. Refuse or fail to comply with any collective bargaining agreement. This issue is subject to the required grievance procedure negotiated by the parties.
9. Negotiate issues which are the subject of negotiations or make any offer, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

~~B.—During the negotiation and the impasse procedure, City Councilors and management employees are prohibited from negotiating issues which are the subject of negotiations and from making any offers, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.~~

(Ord. 927 (part), 2004)

2.60.170 - Employees—Labor organizations—Prohibited practices.

- A. An employee, a labor organization, or its representative shall not:
1. Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex or national origin;
 2. Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;
 3. Restrain or coerce any employee in the exercise of any right guaranteed by the provisions of this chapter ordinance;

4. Refuse to bargain collectively in good faith with the employer;
5. Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;
6. Refuse or fail to comply with any provision of this chapter ordinance;
7. Picket homes or private businesses of employees, appointed individuals or elected officials of the City of Hobbs;
8. Restrain or coerce the employer in the selection of its agent for bargaining.
9. Negotiate issues which are the subject of negotiations or make any offer, commitment, or promise whatsoever to the public employer, other than through the appointed negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

~~B. During the negotiation and the impasse procedure the employees, the exclusive representative or any of its employees are prohibited from negotiating issues which are the subject of negotiations with anyone other than the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.~~

(Ord. 927 (part), 2004)

2.60.180 - Strikes and lockouts prohibited.

- A. No employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage, or support a strike. The employer shall not cause, instigate or engage in an employee lockout.
- B. The employer may apply to the district court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to the district court for injunctive relief to end a lockout.
- C. The Board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated an employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation. A strike means an employee's refusal, in concerted action with other employees, to report for duty or his or her willful absence or withholding of service in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the working conditions, compensation, rights, privileges or obligations of employment.

(Ord. 927 (part), 2004)

2.60.190 - Agreements valid—Enforcement.

All collective bargaining agreements and other agreements between the employer and exclusive representative are valid and enforceable according to their terms when entered into in accordance with the provisions of this chapter ordinance.

(Ord. 927 (part), 2004)

2.60.200 - Judicial enforcement—Standard of review.

- A. The Board may request the District Court to enforce any order issued pursuant to this ~~chapter ordinance~~, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless the Court concludes that the order is:
1. Arbitrary, capricious or an abuse of discretion;
 2. Not supported by substantial evidence on the record considered as a whole; or
 3. Otherwise not in accordance with law.
- B. Any person or party, including any labor organization, affected by a final regulation, order or decision of the Board, may appeal to the District Court for further relief. All such appeals shall be based upon the record made at the Board hearing. All such appeals to the District Court shall be taken within thirty (30) calendar days of the date of the final regulation, order or decision of the Board. Actions taken by the Board shall be affirmed unless the Court concludes that the action is:
1. Arbitrary, capricious or an abuse of discretion;
 2. Not supported by substantial evidence on the record taken as a whole; or
 3. Otherwise not in accordance with law.

(Ord. 927 (part), 2004)

2.60.210 - Severability.

If any part or application of the ~~ordinance codified in this chapter~~City of Hobbs Labor Management Relations Ordinance is held invalid, the remainder or its application to other situations or persons shall not be affected.

(Ord. 927 (part), 2004)

2.60.220 - Effective date.

The effective date of the ~~ordinance codified in this chapter~~City of Hobbs Labor Management Relations Ordinance is ~~July 1, 2004~~December 31, 2020.

(Ord. 927 (part), 2004)

PASSED, ADOPTED AND APPROVED this 7th day of December, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

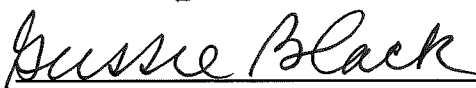
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
November 08, 2020
and ending with the issue dated
November 08, 2020.



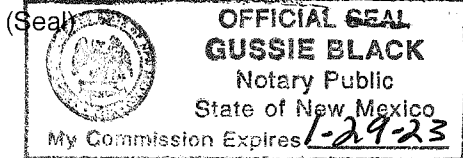
Publisher

Sworn and subscribed to before me this
8th day of November 2020.



Business Manager

My commission expires
January 29, 2023



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

LEGAL NOTICE
November 8, 2020

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 7th day of December, 2020, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance amending Chapter 2.60 of the Hobbs Municipal Code related to Labor Management Relations. A summary of the ordinance is contained in its title as follows:

AN ORDINANCE AMENDING CHAPTER 2.60 OF THE HOBBS MUNICIPAL CODE RELATED TO LABOR MANAGEMENT RELATIONS

Chapter 2.60 - LABOR MANAGEMENT RELATIONS

- 2.60.010 - Short title.
- 2.60.020 - Purpose.
- 2.60.030 - Conflicts.
- 2.60.040 - Definitions.
- 2.60.050 - Rights of employees.
- 2.60.060 - Rights of Employer.
- 2.60.070 - Labor Management Relations Board - Conditions of Continued Existence and Transfer of Authority Upon Termination.
- 2.60.080 - Board—Powers and duties.
- 2.60.090 - Hearing procedures.
- 2.60.100 - Appropriate bargaining units.
- 2.60.110 - Elections.
- 2.60.120 - Exclusive representation.
- 2.60.130 - Decertification of exclusive representative.
- 2.60.140 - Scope of bargaining.
- 2.60.150 - Impasse resolution.
- 2.60.160 - Employers—Prohibited practices.
- 2.60.170 - Employees—Labor organizations—Prohibited practices.
- 2.60.180 - Strikes and lockouts prohibited.
- 2.60.190 - Agreements valid—Enforcement.
- 2.60.200 - Judicial enforcement—Standard of review.
- 2.60.210 - Severability.
- 2.60.220 - Effective date.

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

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 jfletcher@hobbsnm.org by 4:30 p.m. on December 7, 2020.

/s/Jan Fletcher
Jan Fletcher, City Clerk

#35969

67108146

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

**SUBJECT: AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH
ARC JANITORIAL FOR JANITORIAL SERVICES**

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: 11-24-2020

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

On July 20, 2020 the City Commission approved the award of RFP 518-20 for Janitorial Services for City Hall/Annex to ARC Janitorial.

Contract negotiations were conducted and adjusted in order 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 Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty days' advance written notice to the other party.

Fiscal Impact:

Reviewed By: _____

Finance Department

Total Proposed Cost: \$60,000.00
NMGRT: \$ 4,092.90
Estimated Total Cost: \$64,092.90

Attachments: Professional Service Agreement Amount

Legal Review:

Approved As To Form: _____

City Attorney

**Recommendation: Authorizing execution Professional Service Agreements with ARC
Janitorial**

Approved For Submittal By:

Shelia Baker
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. _____

LOCATION	2020 RFP Price		Negotiated Price	
CITY HALL	\$	72,800.00	\$	60,000.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

**SUBJECT: AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE AGREEMENTS WITH
COMMUNITY MAINTENANCE FOR JANITORIAL SERVICES**

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: 11-30-2020
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

On July 20, 2020 the City Commission approved the award of RFP 518-20 and 519-20 for Janitorial Services for City facilities. Community Maintenance was awarded the Library, Utilities, Garage, Teen Center, Municipal Court, Street & Traffic, Building Maintenance, Police Dept., Forensic Lab, District Attorney's Office, Animal Adoption Center, Hobbs Express, Parks Operations Center, Motor Vehicle Dept. and Rockwind Community Links.

Contract negotiations were conducted and adjusted in order 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 Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty days' advance written notice to the other party.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Total Proposed Cost: \$276,012.32
NMGRT: \$ 18,803.34
Estimated Total Cost: \$294,815.66

Attachments: Professional Service Agreement Amounts

Legal Review:

Approved As To Form: [Signature]
City Attorney

**Recommendation: Authorizing execution of Professional Service Agreements with
Community Maintenance**

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. _____

LOCATION	2020 RFP Price	Negotiated Price
LIBRARY	\$ 58,740.00	\$ 44,312.00
UTILITIES	\$ 22,800.00	\$ 17,311.00
GARAGE	\$ 6,180.00	\$ 6,180.00
TEEN CENTER	\$ 11,520.00	\$ 11,520.00
MUNICIPAL COURT	\$ 14,760.00	\$ 14,760.00
STREET & TRAFFIC DEPARTMENTS	\$ 6,468.00	\$ 6,468.00
BUILDING MAINTENANCE	\$ 3,900.00	\$ 3,900.00
POLICE DEPT	\$ 62,940.00	\$ 49,812.00
FORENSIC LAB	\$ 7,500.00	\$ 6,525.00
DA'S OFFICE	\$ 38,400.00	\$ 28,360.00
ANIMAL ADOPTION	\$ 28,980.00	\$ 21,215.00
HOBBS EXPRESS	\$ 11,400.00	\$ 9,753.00
POSD	\$ 10,860.00	\$ 9,716.00
MVD	\$ 14,256.00	\$ 14,256.00
ROCKWIND	\$ 31,924.32	\$ 31,924.32
	\$ 330,628.32	\$ 276,012.32



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

SUBJECT: AWARD BID NO. 1582-21 TO FURNISH 3-2021 GENERATOR UNITS, AUTOMATIC TRANSFER SWITCHES AND INSTALLATION

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: 11-30-2020

SUBMITTED BY: Shelia Baker, General Services Director

Summary:


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. 2. The generators and automatic transfer switches were purchased in 1999 in preparation for Y2K. They are used to continue power to the buildings and computer systems in the event of power outages. 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. 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. There were eighteen companies on the plan holders list. Four bids were submitted. Bids were opened at 2:00 PM on Tuesday, October 20, 2020.

<u>Company</u>	<u>Total Bid Price</u>
Southeast Electric	\$ 264,509.20
LarMar Industries Inc.	\$ 271,132.34
Klein Automation and Electric	\$ 286,104.21
Gen-Tech	\$ 293,874.00

It is the recommendation of the General Services Dept. that the total bid for the project be awarded to Southeast Electric, as the low bidder, in the amount of \$264,509.20 (not including tax).

Fiscal Impact:


Reviewed By: 
Finance Department

Total Proposed Cost:	\$264,509.20
NMGRT:	\$ 18,019.69
Estimated Total Cost:	\$282,528.89
FY21 Budget Amount:	\$250,000.00
Budget Number:	010421-44901-00245

*FY20 Budget amount was \$500,000 and reduced to City's estimated total cost. \$32,528.89 will need to be reclassified from budget 010421-44901-00279 for the award.

Attachments: Bid Summary Sheet

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Authorizing award of Bid No. 1582-21 to Southeast Electric

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Bid Summary

BID/PROPOSAL NO. 1582-21

FURNISH (3) 2021 Generator Units

Bidder	<i>Klein Automation</i>	<i>Samar</i>	<i>Goodheart Electric</i>	<i>Gen Tech</i>
NM Contractors License No.				
Bid Bond				
Addendum(s)	✓	✓	-	✓
Bid Form	✓	✓	✓	✓
List of Subcontractors				
Resident Bidders Pref No.	✓	✓	✓	✓
Veterans Preference	✓	✓	✓	✓
Campaign Cont. Dis. Form	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Related Party Disclosure Form	✓	✓	✓	✓
Non-Debarment Cert	✓	✓	✓	✓
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	<i>286,104²¹</i>		<i>264,509²⁰</i>	<i>323,318⁵⁰</i>

cat 283,262⁴⁰
Blue Star 271,132³⁰¹



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: December 7, 2020

SUBJECT: Bid No. 1579-20 - PHASE 11 WATERLINE REPLACEMENT PROJECT
DEPT. OF ORIGIN: Engineering & Utilities Department
DATE SUBMITTED: November 17, 2020
SUBMITTED BY: Tim Woomeer, Utilities Director

Summary:

The scope of work for the Phase 11 Waterline Replacement Project, Bid No. 1579-20, includes the installation of 9,105 feet of new 6 inch and 10 inch C-900 PVC waterline to replace old existing water distribution mains, fire hydrants, new control valves, water service laterals, and miscellaneous concrete and pavement replacement at various locations throughout Hobbs. This project also includes the installation of a new 24" control valve at Caprock St. and Lovington Highway.

Four qualified bids were received; Entrench Inc., Ferguson Construction, J&H Services, and Spartan Construction. The Engineer's estimate is \$979,099.00.

Ferguson Construction: \$1,040,427.02
Spartan Construction: \$1,410,712.00
Entrench Inc.: \$1,144,291.00
J&H Services: \$1,503,253.10

Ferguson Construction is the low bidder at \$1,040,427.02 (\$1,111,306.11 including NMGRT).

Fiscal Impact: \$1,111,306.11 including NMGRT

Reviewed By: Toby Spears, CFE, CPA
Finance Department

Available Funds: \$1,111,668.48; Fund 61-44901 Project 00094

This project is included in the FY 2021 Enterprise Fund Budget; line item 61-44901 Project 00094.

Attachments:

Bid 1579-20; Phase 11 Waterline Replacement Project
Bid Tabulation

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Award Bid 1579-20; Phase 11 Waterline Replacement Project to Ferguson Construction in the amount of \$1,040,427.02 (\$1,111,306.11 including NMGRT)

Approved For Submittal By:
[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied:
File No.

Bid Summary

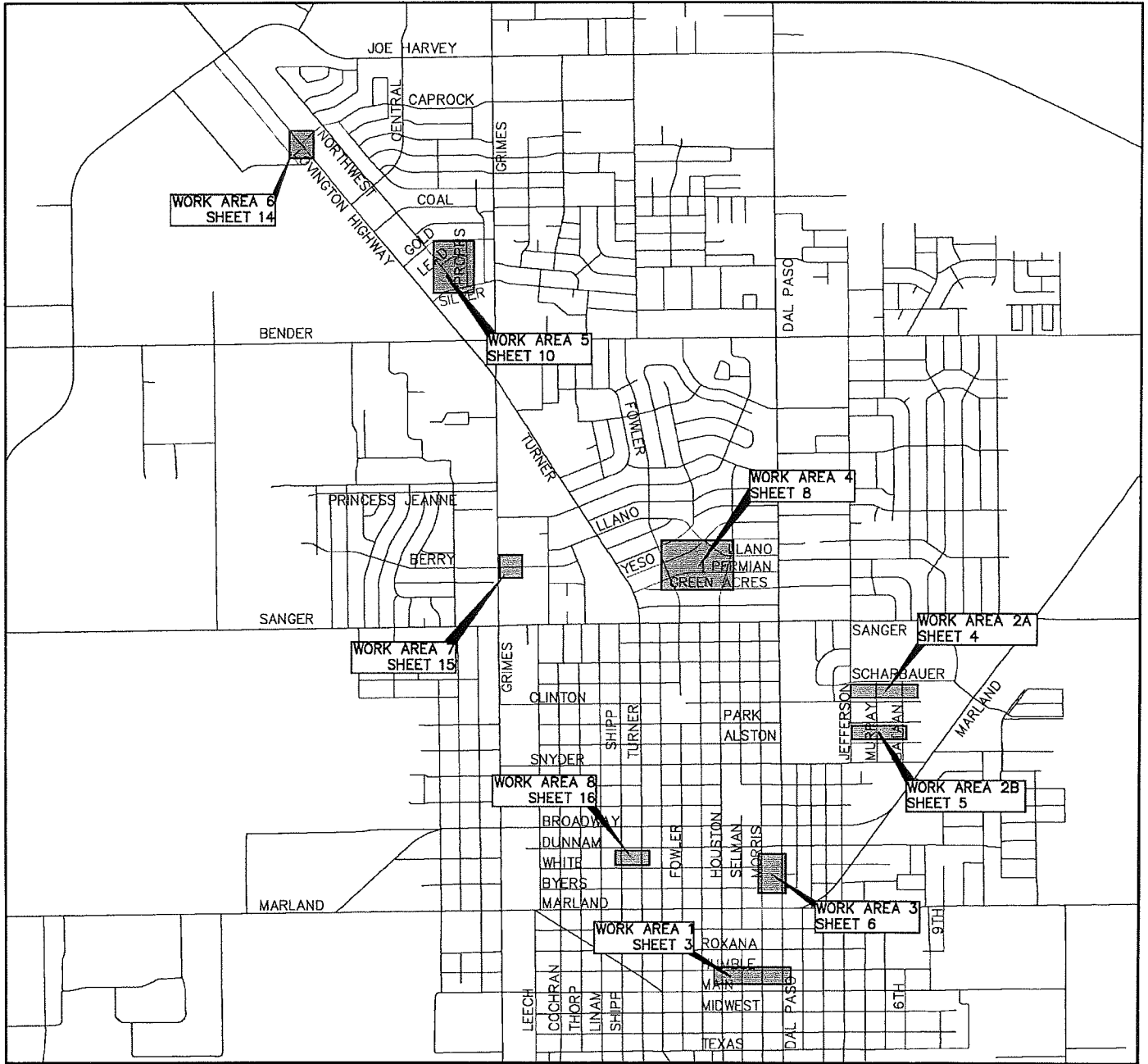
BID/PROPOSAL NO. 1579-20

FURNISH Phase

Bidder	Entrench	F+H Services	Ferguson	Spartan Construction
NM Contractors License No.	367244	87957	NM1459	360973
Bid Bond	✓	✓	✓	✓
Addendum(s)	✓	✓	✓	100
Bid Form	✓	✓	✓	✓
List of Subcontractors	✓	✓	✓	✓
Resident Bidders Pref No.	✓	✓	✓	✓
Veterans Preference		✓	✓	✓
Campaign Cont. Dis. Form	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Related Party Disclosure Form	✓	✓	✓	✓
Non-Debarment Cert	✓	✓	✓	✓
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	1,144,291 ⁰⁵	1,503,253 ¹⁰	1,040,427 ⁰²	1,410,712 ⁰⁰

PHASE 11 WATER LINE REPLACEMENT PROJECT; BID 1579-20				Engineer's Estimate		Entrench, Inc		Ferguson Construction Co.		J & H Services, Inc		Spartan Construction of NM	
ITEM NO.	DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
REMOVALS													
1	REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT	S.Y.	1,286	\$3.00	\$3,858.00	\$2.25	\$2,893.50	\$58.00	\$74,588.00	\$13.00	\$16,718.00	\$26.16	\$33,641.76
2	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	L.F.	1,002	\$4.00	\$4,008.00	\$4.00	\$4,008.00	\$65.00	\$65,130.00	\$17.00	\$17,034.00	\$10.21	\$10,230.42
3	REMOVE AND DISPOSE OF EXISTING CONCRETE SURFACING (SIDEWALK, DRIVEWAY, FILLET, VALLEY GUTTER, ETC)	S.Y.	464	\$8.00	\$3,712.00	\$6.00	\$2,784.00	\$9.50	\$4,408.00	\$30.00	\$13,920.00	\$47.21	\$21,905.44
4	REMOVE AND DISPOSE OF EXISTING WATER PIPE (2" STEEL)	L.F.	588	\$5.00	\$2,940.00	\$4.00	\$2,352.00	\$25.16	\$14,794.08	\$17.50	\$10,290.00	\$29.35	\$17,257.80
5	REMOVE AND DISPOSE OF EXISTING WATER PIPE (GREATER THAN 2")	L.F.	306	\$10.00	\$3,060.00	\$6.50	\$1,989.00	\$28.99	\$8,852.58	\$22.00	\$6,732.00	\$31.90	\$9,761.40
6	REMOVE EXISTING FIRE HYDRANT	EA	4	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$675.00	\$2,700.00	\$880.00	\$3,520.00	\$1,148.57	\$4,594.28
SITE PREPARATION & PAVING													
7	EXCAVATION, REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	204	\$12.00	\$2,448.00	\$15.00	\$3,060.00	\$36.00	\$7,344.00	\$19.00	\$3,876.00	\$25.52	\$5,206.08
8	FILL CONSTRUCTION / SELECT MATERIAL	C.Y.	169	\$25.00	\$4,225.00	\$32.00	\$5,408.00	\$90.00	\$15,210.00	\$25.00	\$4,225.00	\$57.42	\$9,703.98
9	6" THICK SUBGRADE PREPARATION	S.Y.	3,227	\$5.00	\$16,135.00	\$6.00	\$19,362.00	\$10.75	\$34,690.25	\$4.00	\$12,908.00	\$5.74	\$18,522.98
10	6" THICK AGGREGATE BASE COURSE	S.Y.	3,088	\$15.00	\$46,320.00	\$17.00	\$52,496.00	\$18.50	\$57,128.00	\$14.00	\$43,232.00	\$12.76	\$39,402.88
11	ASPHALT CONCRETE PAVEMENT (3" LIFT)	S.Y.	1,548	\$25.00	\$38,700.00	\$29.00	\$44,892.00	\$58.00	\$89,784.00	\$26.50	\$41,022.00	\$64.44	\$99,753.12
12	4" THICK CONCRETE SIDEWALK	S.Y.	115	\$50.00	\$5,750.00	\$45.00	\$5,175.00	\$68.00	\$7,820.00	\$81.00	\$9,315.00	\$76.57	\$8,805.55
13	6" THICK CONCRETE DRIVE PAD	S.Y.	912	\$60.00	\$54,720.00	\$50.00	\$45,600.00	\$73.00	\$66,576.00	\$91.00	\$82,992.00	\$84.22	\$76,808.64
14	CONCRETE CURB AND OR GUTTER (ALL TYPES PER DETAILS)	L.F.	1,258	\$22.00	\$27,676.00	\$21.00	\$26,418.00	\$45.00	\$56,610.00	\$42.00	\$52,836.00	\$33.18	\$41,740.44
UTILITIES													
15	FURNISH AND INSTALL 6" DIAMETER PVC WATER LINE (C900, DR 18)	L.F.	8945	\$25.00	\$223,625.00	\$34.00	\$304,130.00	\$16.20	\$144,909.00	\$42.00	\$375,690.00	\$45.94	\$410,933.30
16	FURNISH AND INSTALL 10" DIAMETER PVC WATER LINE (C900, DR 18)	L.F.	60	\$50.00	\$3,000.00	\$44.00	\$2,640.00	\$35.00	\$2,100.00	\$64.00	\$3,840.00	\$61.25	\$3,675.00
17	FURNISH AND INSTALL 18" DIAMETER PVC WATER LINE (C905, DR-18)	L.F.	20	\$190.00	\$3,800.00	\$80.00	\$1,600.00	\$48.00	\$960.00	\$152.00	\$3,040.00	\$116.13	\$2,322.60
18	FURNISH AND INSTALL 24" DIAMETER PVC WATER LINE (C905, DR-18)	L.F.	20	\$200.00	\$4,000.00	\$90.00	\$1,800.00	\$64.00	\$1,280.00	\$192.00	\$3,840.00	\$140.38	\$2,807.60
19	FURNISH AND INSTALL MECHANICAL JOINT DUCTILE IRON FITTINGS (AWWA C-153, 350 P.S.1)	LBS.	4423	\$6.00	\$26,538.00	\$4.50	\$19,903.50	\$5.07	\$22,424.61	\$10.70	\$47,326.10	\$10.84	\$47,945.32
20	FURNISH AND INSTALL 6" RESILIENT WEDGE GATE VALVE, FL X MJ, (AWWA C-515, NSF 61 & 372)	EA	37	\$1,250.00	\$46,250.00	\$1,260.00	\$46,620.00	\$1,250.00	\$46,250.00	\$2,125.00	\$78,625.00	\$1,786.66	\$66,106.42
21	FURNISH AND INSTALL 18" RESILIENT WEDGE GATE VALVE, MJ X MJ W/ BEVEL GEARING & 2" BYPASS (AWWA C-515, NSF 61 & 372)	EA	1	\$25,000.00	\$25,000.00	\$26,180.00	\$26,180.00	\$6,756.00	\$6,756.00	\$28,275.00	\$28,275.00	\$23,099.05	\$23,099.05
22	FURNISH AND INSTALL 24" RESILIENT WEDGE GATE VALVE, FL X MJ W/ BEVEL GEARING & 2.5" BYPASS (AWWA C-515, NSF 61 & 372)	EA	1	\$35,000.00	\$35,000.00	\$29,700.00	\$29,700.00	\$24,825.00	\$24,825.00	\$32,000.00	\$32,000.00	\$24,758.10	\$24,758.10
23	FURNISH AND INSTALL VALVE BOX AND CONCRETE ADJUSTMENT	EA	41	\$250.00	\$10,250.00	\$250.00	\$10,250.00	\$375.00	\$15,375.00	\$900.00	\$36,900.00	\$957.14	\$39,242.74
24	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY	EA	12	\$3,600.00	\$43,200.00	\$3,950.00	\$47,400.00	\$5,700.00	\$68,400.00	\$6,000.00	\$72,000.00	\$4,594.28	\$55,131.36
25	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 3" OR 4" WATER LINE	EA	4	\$850.00	\$3,400.00	\$750.00	\$3,000.00	\$1,750.00	\$7,000.00	\$1,300.00	\$5,200.00	\$1,531.42	\$6,125.68
26	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 6" WATER LINE	EA	20	\$1,000.00	\$20,000.00	\$850.00	\$17,000.00	\$450.00	\$9,000.00	\$1,435.00	\$28,700.00	\$1,116.66	\$22,333.20
27	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 8" WATER LINE	EA	2	\$2,000.00	\$4,000.00	\$1,050.00	\$2,100.00	\$475.00	\$950.00	\$1,505.00	\$3,010.00	\$1,213.65	\$2,427.30
28	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 10" WATER LINE	EA	4	\$2,500.00	\$10,000.00	\$1,350.00	\$5,400.00	\$500.00	\$2,000.00	\$1,580.00	\$6,320.00	\$1,276.19	\$5,104.76
29	FURNISH & INSTALL APPROVED RESTRAINED COUPLING, CONNECT 18" CONCRETE CYLINDER ADAPTOR TO 18" PVC WATER LINE	EA	2	\$4,000.00	\$8,000.00	\$8,050.00	\$16,100.00	\$2,500.00	\$5,000.00	\$5,125.00	\$10,250.00	\$2,424.76	\$4,849.52
30	FURNISH & INSTALL APPROVED RESTRAINED COUPLING, CONNECT 24" CONCRETE CYLINDER ADAPTOR TO 24" PVC WATER LINE	EA	2	\$6,000.00	\$12,000.00	\$9,770.00	\$19,540.00	\$3,250.00	\$6,500.00	\$5,500.00	\$11,000.00	\$2,807.62	\$5,615.24
31	REMOVE EXISTING WATER SERVICE CONNECTION AND FURNISH AND INSTALL 6" REPAIR CLAMP	EA	1	\$500.00	\$500.00	\$350.00	\$350.00	\$3,500.00	\$3,500.00	\$1,560.00	\$1,560.00	\$4,211.43	\$4,211.43
32	FURNISH AND INSTALL 8" X 6" TAPPING SLEEVE & VALVE	EA	4	\$2,250.00	\$9,000.00	\$2,200.00	\$8,800.00	\$2,850.00	\$11,400.00	\$4,630.00	\$18,520.00	\$4,294.38	\$17,177.52
33	FURNISH AND INSTALL 18" CONCRETE CYLINDER PIPE ADAPTORS, COMPLETE IN PLACE	LS	1	\$27,000.00	\$27,000.00	\$28,900.00	\$28,900.00	\$10,000.00	\$10,000.00	\$46,000.00	\$46,000.00	\$10,847.63	\$10,847.63
34	FURNISH AND INSTALL 24" CONCRETE CYLINDER PIPE ADAPTORS, COMPLETE IN PLACE	LS	1	\$30,000.00	\$30,000.00	\$30,460.00	\$30,460.00	\$12,000.00	\$12,000.00	\$49,000.00	\$49,000.00	\$10,847.63	\$10,847.63
35	FURNISH & INSTALL 1" WATER SERVICE CONNECTION	EA	162	\$500.00	\$81,000.00	\$1,050.00	\$170,100.00	\$375.00	\$60,750.00	\$940.00	\$152,280.00	\$670.00	\$108,540.00
36	FURNISH AND INSTALL 1" WATER SERVICE LINE	L.F.	1,974	\$16.00	\$31,584.00	\$20.00	\$39,480.00	\$3.75	\$7,402.50	\$30.50	\$60,207.00	\$20.41	\$40,289.34
37	FURNISH AND INSTALL 1" WATER METER BOX	EA	45	\$350.00	\$15,750.00	\$850.00	\$38,250.00	\$195.00	\$8,775.00	\$680.00	\$30,600.00	\$555.14	\$24,981.30
38	FURNISH AND INSTALL 2" WATER SERVICE CONNECTION	EA	1	\$1,250.00	\$1,250.00	\$1,350.00	\$1,350.00	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$4,402.86	\$4,402.86
39	FURNISH AND INSTALL 2" WATER SERVICE LINE	L.F.	20	\$20.00	\$400.00	\$22.00	\$440.00	\$15.75	\$315.00	\$32.00	\$640.00	\$40.83	\$816.60
40	WATER & SANITARY SEWER CROSSING: REMOVE EXISTING SEWER & REPLACE WITH PRESSURE RATED SEWER PIPE (SDR 26, ASTM D2241), AS SPECIFIED	L.F.	440	\$100.00	\$44,000.00	\$40.00	\$17,600.00	\$18.00	\$7,920.00	\$80.00	\$35,200.00	\$31.905	\$14,038.20
41	FURNISH & INSTALL MANHOLE FRAME, COVER & ADJUSTMENT	EA	10	\$1,000.00	\$10,000.00	\$2,500.00	\$25,000.00	\$4,500.00	\$45,000.00	\$1,600.00	\$16,000.00	\$2,424.76	\$24,247.60
TRAFFIC CONTROL													
42	CONSTRUCTION TRAFFIC CONTROL	L.S.	1	\$35,000.00	\$35,000.00	\$12,500.00	\$12,500.00	\$2,500.00	\$2,500.00	\$29,000.00	\$29,000.00	\$32,542.87	\$32,542.87
Total Bid Price (Computed)					\$979,099.00		\$1,144,831.00		\$1,040,427.02		\$1,505,393.10		\$1,412,754.94

PHASE 11 - WATERLINE REPLACEMENT PROJECT

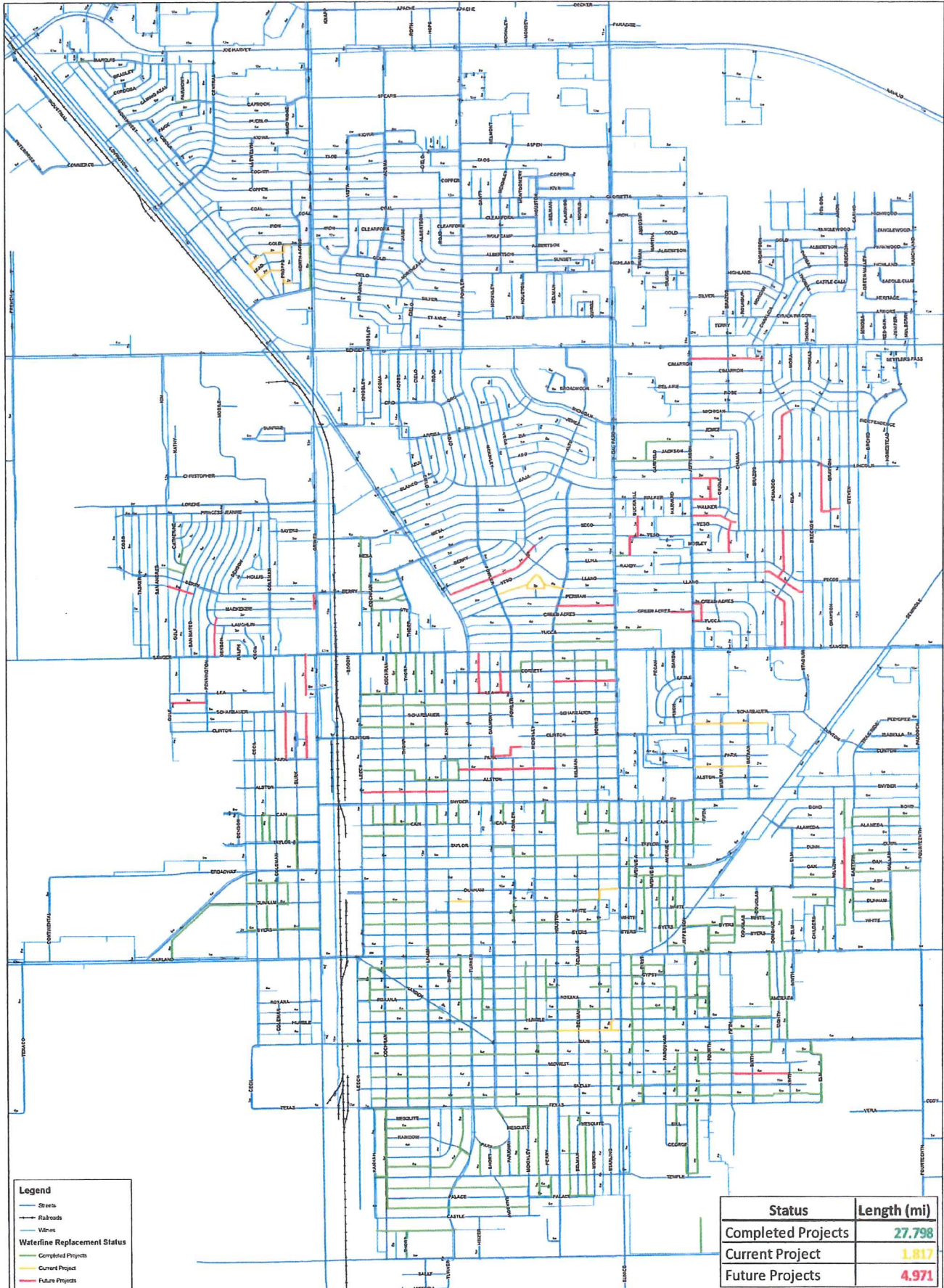


VICINITY MAP

NOT TO SCALE

Waterline Replacement Map

2020 Project Status Map



Legend

- Streets
- Railroads
- Venues

Waterline Replacement Status

- Completed Projects
- Current Project
- Future Projects

Status	Length (mi)
Completed Projects	27.798
Current Project	1.817
Future Projects	4.971

0 700 1,400 2,800 4,200 Feet
 City of Hobbs GIS Division SY

Date: 11/30/2020 1 inch = 700 Feet Time: 4:08:23 PM

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SECTION 7 - CONTRACT
PHASE 11 WATER LINE REPLACEMENT PROJECT

This Contract, the "Contract," is made and entered into the 7th day of December, 2020, between the CITY OF HOBBS, a municipal corporation, hereinafter referred to as "OWNER," and Ferguson Construction Co., hereinafter referred to as "CONTRACTOR."

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

I. SCOPE OF CONTRACTOR'S WORK

A. CONTRACTOR will complete the **PHASE 11 WATER LINE REPLACEMENT PROJECT**, hereinafter referred to as the "Project," by furnishing all materials, labor, machinery, equipment and tools necessary to furnish and install water lines, fire hydrants, water service lines, patch asphaltic concrete pavement, concrete pavement, curb and gutter and alley drive pads.

B. All construction shall further be in accordance with, and this Contract shall include, and CONTRACTOR shall be bound by all provisions of the APWA Standard Specification 2006, as amended and revised by the modified Special Provisions and/or Supplemental Specifications, which are incorporated herein by reference.

C. All construction shall further be in accordance with, and this Contract shall include all provisions of the following documents, which documents are hereby incorporated herein by reference, and which documents the parties hereby acknowledge that they possess and have knowledge of their contents: (1) Bid; (2) Performance Bond; (3) Payment Bond; (4) Certificate of Insurance; (5) Wage Rate Determination(s); (6) General Conditions; (7) Special Conditions; (8) Modified Special Provisions and/ or Supplemental Specifications; (9) Project Drawings; (10) Project Specifications.

One Million Forty Thousands Four Hundred Twenty Seven Dollars and Two Cents

II. COMPENSATION \$ \$1,040,427.02

A. CONTRACTOR shall perform the construction of the Project on a per unit basis in accordance with the bid quantities. The parties understand and agree that the total price of this Contract is based upon price quotes for certain items of goods multiplied by the estimated number of units which will be required for the Project. The parties understand and agree that all parties have made a serious good faith effort to arrive to the closest and most accurate estimates possible and that certain adjustments in quantity may have to be made as performance under this project proceeds. However, the parties agree that the unit prices quoted, as well as the figure quoted for services, will remain the same, unless otherwise provided herein. The "Bid," previously incorporated herein by reference, sets forth the unit prices, estimated number of units, and the figures for service, which figures have been used to arrive at the Bid item prices shown on the Bid. The Bid sets forth the **TOTAL BID PRICE** \$1,040,427.02 / One Million Forty Thousand Four Hundred Twenty Seven Dollars & Two Cents . New Mexico Gross Receipts Tax will be added to this amount at the time of billing.

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

III. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Both owner and contractor agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of \$1,000 (ONE THOUSAND DOLLARS) per calendar day as liquidated damages for each calendar day the project is not substantially complete and \$150 (ONE HUNDRED FIFTY DOLLARS) per calendar day as liquidated damages for each calendar day the project is not finally complete, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by the owner as reimbursement; or in the case of damage costs due to the contractor, be billed to the owner on the final pay request once all the punch-list items are corrected upon final project completion.

B. For purposes of this section, the contract time shall be calculated as the time allowed from the date stated in the Notice-to-Proceed to no later than 270 (TWO HUNDRED AND SEVENTY) calendar days for Substantial Completion and 300 (THREE-HUNDRED) calendar days for Final Completion for this specific contract, with days added for agreed-upon weather days, days added for owner-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or owner-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an owner-caused delay can only be counted, if no other work could be performed each day of the claimed delay. If the resulting net owner-caused delays exceed

contractor-caused and weather delays to the point of delaying the contractor beyond the date of substantial completion, contractor shall be entitled to the agreed-upon liquidated damages as his sole and exclusive remedy for the costs of such delay.

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

- No traffic control on the project and the project open for public use.
- All earthwork and grading completed; including removal of rocks greater than 1 ½" diameter from the right of way.
- All project structures and improvements installed and in working order.
- All water lines, valves and fire hydrants installed and fully functional.
- All valve adjustments complete.

IV. INDEMNIFICATION

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

City Attorney

Owner:

THE CITY OF HOBBS, NEW MEXICO

By _____
SAM COBB, Mayor

Contractor:

By: _____

Title: _____

Secretary

SECTION 3 - BID FORM (Unit Price Contract)

Bid No. 1579-20

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

DATE: 10/13/2020

Bid of Ferguson Construction Co. (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Mexico to the City of Hobbs (hereinafter called "OWNER").

PHASE 11 WATER LINE REPLACEMENT PROJECT

Gentlemen:

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

1. Advertisement for bids dated **September 17th, 2020.**
2. APWA Standard Specifications 2006
3. The contract documents, including General Conditions, Project Description, Special Conditions and Technical Specifications as prepared by the **City of Hobbs.**
4. Construction Plans and Specification as prepared by **ZECO Enterprises, LLC.**

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

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

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

PART 1 – BID

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

PHASE 11 WATER LINE REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
REMOVALS					
1	REMOVE AND DISPOSE OF EXISTING ASPHALT PAVEMENT	S.Y.	1,286	\$58.00	\$74,588.00
2	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	L.F.	1,002	\$65.00	\$65,130.00
3	REMOVE AND DISPOSE OF EXISTING CONCRETE SURFACING (SIDEWALK, DRIVEWAY, FILLET, VALLEY GUTTER, ETC)	S.Y.	464	\$9.50	\$4,408.00
4	REMOVE AND DISPOSE OF EXISTING WATER PIPE (2" STEEL)	L.F.	588	\$25.16	\$14,794.08
5	REMOVE AND DISPOSE OF EXISTING WATER PIPE (GREATER THAN 2")	L.F.	306	\$28.93	\$8,852.58
6	REMOVE EXISTING FIRE HYDRANT	EA	4	\$675.00	\$2,700.00
SITE PREPARATION & PAVING					
7	EXCAVATION, REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	204	\$36.00	\$7,344.00
8	FILL CONSTRUCTION / SELECT MATERIAL	C.Y.	169	\$90.00	\$15,210.00
9	6" THICK SUBGRADE PREPARATION	S.Y.	3,227	\$10.75	\$34,690.25
10	6" THICK AGGREGATE BASE COURSE	S.Y.	3,088	\$18.50	\$57,128.00
11	ASPHALT CONCRETE PAVEMENT (3" LIFT)	S.Y.	1,548	\$58.00	\$89,784.00
12	4" THICK CONCRETE SIDEWALK	S.Y.	115	\$68.00	\$7,820.00
13	6" THICK CONCRETE DRIVE PAD	S.Y.	912	\$73.00	\$66,576.00
14	CONCRETE CURB AND OR GUTTER (ALL TYPES PER DETAILS)	L.F.	1,258	\$45.00	\$56,610.00
UTILITIES					
15	FURNISH AND INSTALL 6" DIAMETER PVC WATER LINE (C900, DR 18)	L.F.	8,945	\$16.20	\$144,909.00
16	FURNISH AND INSTALL 10" DIAMETER PVC WATER LINE (C900, DR 18)	L.F.	60	\$35.00	\$2,100.00
17	FURNISH AND INSTALL 18" DIAMETER PVC WATER LINE (C905, DR-18)	L.F.	20	\$48.00	\$960.00
18	FURNISH AND INSTALL 24" DIAMETER PVC WATER LINE (C905, DR-18)	L.F.	20	\$64.00	\$1,280.00
19	FURNISH AND INSTALL MECHANICAL JOINT DUCTILE IRON FITTINGS (AWWA C-153, 350 P.S.I.)	LBS.	4,423	\$5.07	\$22,424.61
20	FURNISH AND INSTALL 6" RESILIENT WEDGE GATE VALVE, FL X MJ, (AWWA C-515, NSF 61 & 372)	EA	37	\$1,250.00	\$46,250.00
21	FURNISH AND INSTALL 18" RESILIENT WEDGE GATE VALVE, MJ X MJ W/ BEVEL GEARING & 2" BYPASS (AWWA C-515, NSF 61 & 372)	EA	1	\$6,756.00	\$6,756.00
22	FURNISH AND INSTALL 24" RESILIENT WEDGE GATE VALVE, FL X MJ W/ BEVEL GEARING & 2.5" BYPASS (AWWA C-515, NSF 61 & 372)	EA	1	\$24,825.00	\$24,825.00

PHASE 11 WATER LINE REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
UTILITIES					
23	FURNISH AND INSTALL VALVE BOX AND CONCRETE ADJUSTMENT	EA	41	\$375.00	\$15,375.00
24	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY	EA	12	\$5,700.00	\$68,400.00
25	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 3" OR 4" WATER LINE	EA	4	\$1,750.00	\$7,000.00
26	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 6" WATER LINE	EA	20	\$450.00	\$9,000.00
27	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 8" WATER LINE	EA	2	\$475.00	\$950.00
28	FURNISH & INSTALL APPROVED COUPLING AND CONNECT TO EXISTING 10" WATER LINE	EA	4	\$500.00	\$2,000.00
29	FURNISH & INSTALL APPROVED RESTRAINED COUPLING, CONNECT 18" CONCRETE CYLINDER ADAPTOR TO 18" PVC WATER LINE	EA	2	\$2,500.00	\$5,000.00
30	FURNISH & INSTALL APPROVED RESTRAINED COUPLING, CONNECT 24" CONCRETE CYLINDER ADAPTOR TO 24" PVC WATER LINE	EA	2	\$3,250.00	\$6,500.00
31	REMOVE EXISTING WATER SERVICE CONNECTION AND FURNISH AND INSTALL 6" REPAIR CLAMP	EA	1	\$3,500.00	\$3,500.00
32	FURNISH AND INSTALL 8" X 6" TAPPING SLEEVE & VALVE	EA	4	\$2,850.00	\$11,400.00
33	FURNISH AND INSTALL 18" CONCRETE CYLINDER PIPE ADAPTORS, COMPLETE IN PLACE	LS	1	\$10,000.00	\$10,000.00
34	FURNISH AND INSTALL 24" CONCRETE CYLINDER PIPE ADAPTORS, COMPLETE IN PLACE	LS	1	\$12,000.00	\$12,000.00
35	FURNISH & INSTALL 1" WATER SERVICE CONNECTION	EA	162	\$375.00	\$60,750.00
36	FURNISH AND INSTALL 1" WATER SERVICE LINE	L.F.	1,974	\$3.75	\$7,402.50
37	FURNISH AND INSTALL 1" WATER METER BOX	EA	45	\$195.00	\$8,775.00
38	FURNISH AND INSTALL 2" WATER SERVICE CONNECTION	EA	1	\$1,500.00	\$1,500.00
39	FURNISH AND INSTALL 2" WATER SERVICE LINE	L.F.	20	\$15.75	\$315.00
40	WATER & SANITARY SEWER CROSSING: REMOVE EXISTING SEWER & REPLACE WITH PRESSURE RATED SEWER PIPE (SDR 26, ASTM D2241), AS SPECIFIED	L.F.	440	\$18.00	\$7,920.00
41	FURNISH & INSTALL MANHOLE FRAME, COVER & ADJUSTMENT	EA	10	\$4,500.00	\$45,000.00
TRAFFIC CONTROL					
42	CONSTRUCTION TRAFFIC CONTROL	L.S.	1	\$2,500.00	\$2,500.00

TOTAL BID PRICE: \$ \$1,040,427.02

One Million Forty Thousands Four Hundred Twenty Seven Dollars and Two Cents

Please write bid price in both numbers and words

Addendum No. 1 Date October 2, 2020
Addendum No. 2 Date October 9, 2020
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

Bids will be opened on **Tuesday, October 15th at 3:00 P.M.**, Hobbs City Hall, New Mexico.

The Bid is hereby respectfully submitted by:

Ferguson Construction

Name of Bidder

Shane Wieser

10/13/2020

By (Signature)

Date

Shane Wieser / Vice President

Printed Name & Title

2200 S. Commercial

Address

Lovington, NM

88260

City & State

Zip

575-396-3689

Telephone Number

(SEAL) if Bid is by Corp.

New Mexico Contractor's
License Number

NM-1459

New Mexico Contractor's
Resident Bidder's Preference
Number

L1364928176

New Mexico Contractor's
Resident Veterans Preference
Number

Workforce Solutions Registration
Number

28501546562020

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Shawn Whisen
Signature

10/13/2020
Date

Vice President
Title (Position)

Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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



NON-COLLUSION AFFIDAVIT

STATE OF New Mexico)

CITY OF Lovington)

Shane Wieser (name) being first duly sworn, deposes and

says that he/she is (title) Vice President

of (organization) Ferguson Construction Company

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

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

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

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

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

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

By: Shane Wieser Shane Wieser

Title: Vice President

SUBSCRIBED and sworn to before me this 13th day of October, 2020

Notary Public: Kerri J. P.A.

My Commission Expires: 3/22/2021

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

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

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

I acknowledge:

Company Name: Ferguson Construction

Signature Shane Wieser

Print Name Shane Wieser

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

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

YES ___ NO

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

Sales, Purchase or leasing of property?

YES ___ NO

Receiving, furnishing of goods, services or facilities?

YES ___ NO

Commissions or royalty payments?

YES ___ NO

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

YES ___ NO

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

YES ___ NO

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

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

YES ___ NO

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

Signature of Owner or Company President Shane Wieser Date 10/13/20

(Print Name and Title): Shane Wieser / Vice President - Owner

SECTION 4 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, , as surety are held and firmly bound unto the City of Hobbs, a New Mexico municipal corporation, Lea County, New Mexico, hereinafter called the OWNER, in the penal sum of Five Percent (5%) of Bid Amount Dollars (\$ 52,021.35) Lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated October 6, 2020 to the City of Hobbs, New Mexico, for:

PHASE 11 WATER LINE REPLACEMENT PROJECT

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 6 day of October, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address)

(Partnership) (SEAL)

(Business Address)

ATTEST:

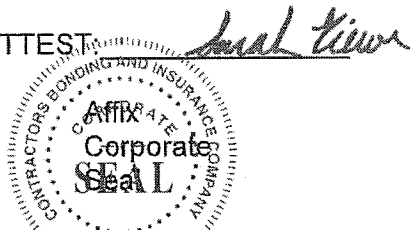
Misty Hein
Misty Hein
Affix
Corporate
Seal

By: Ferguson Construction Company
(Corporate Principal)

2200 S. Commercial Lovington NM
(Business Address)

By: Shane Messer
Vice President

ATTEST:



Contractors Bonding and Insurance Company
(Corporate Surety)

By: Kevin A. Menicucci
Kevin A. Menicucci Attorney-In-Fact

COUNTERSIGNED:

By: Mark A. Menicucci
Mark A. Menicucci
Attorney-in-Fact, State of New Mexico

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Brian M. Menicucci, Mark A. Menicucci, Kevin A. Menicucci, Tracy L. Duran, jointly or severally

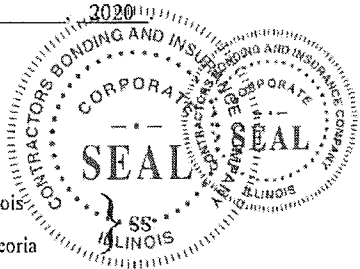
in the City of Albuquerque, State of New Mexico its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of June, 2020



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

CERTIFICATE

On this 4th day of June, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 6 day of October, 2020.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **FERGUSON CONSTRUCTION COMPANY**
PERMANENT LICENSE #1459

Located at: PO BOX 1329, LOVINGTON, NM 88260

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

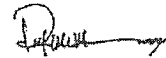
GF08, GF09

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on


Signature of Contractor

07/12/2016



Pat McMurray
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **FERGUSON CONST CO**

DBA: **FERGUSON CONSTRUCTION COMPANY**
PO BOX 1329
LOVINGTON, NM 88260-1329

Expires: **30-Apr-2023**

Certificate Number:

L1364928176



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

Ferguson Construction Company

Ferguson Construction Company

2200 S COMMERCIAL ST

LOVINGTON, NM, 88260-5727

has registered with the Department of Workforce Solutions

Registration Date: 4/13/2020

Registration Number: 28501546562020

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**