

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

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

City Manager

Manny Gomez

February 22, 2022



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

Tuesday, February 22, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

This meeting is open to the public to attend. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on February 22, 2022, addressed to the City Clerk by email at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 7, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the February 7, 2022, Commission Work Session (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

3. Recognition of City Employees - Milestone Service Awards for the Month of February, 2022 (*Manny Gomez, City Manager*)
 - 5 years – Gerardo Amaya, Water Distribution
 - 5 years – Benjamin Kirkes, Golf Club House
 - 5 years – Carrie Shows, Golf Maintenance
 - 5 years – Jaben Marquez, Water Distribution
 - 5 years – Nicholas Pereyra, Hobbs Police Department
 - 10 years – Wiley Owens, Laboratory
 - 10 years – Ruben Saenz, Streets Department

4. Proclamation Proclaiming the Month of March, 2022, as “National Nutrition Month” (*Rachel Lam, Clinical Dietitian, Covenant Health Hobbs Hospital*)

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, February 22, 2022.

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

DISCUSSION

None

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

5. Resolution No. 7164 - Authorizing a New Membership Category and Fee at the CORE for Adaptive Recreation Participants (*Doug McDaniel, Recreation Director*)

6. Consideration of Approval of a CES Contract Between the City of Hobbs and Guadalupe Mountain Fencing in the Amount of \$166,013.56 for the Installation of New Decorative Ornamental Fence at Prairie Haven Memorial Park Cemetery (*Bryan Wagner, Parks and Open Spaces Director*)

7. Resolution No. 7165 – Authorizing Budget Adjustment #3 for FY 2021-2022
(*Toby Spears, Finance Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

8. Next Meeting Date:
 - City Commission:
Regular Meeting ***Monday, March 7, 2022, at 6:00 p.m.***

ADJOURNMENT

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



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 22, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 17, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of February 7, 2022
- Commission Work Session of February 7, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, February 7, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Rocio Ocano, Assistant City Attorney
August Fons, Acting Police Chief
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Battalion Chief
Jessica Silva, Code Enforcement Officer
Bobby Arther, Municipal Judge
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Ben Kirkes, Golf Professional
Tim Woomer, Utilities Director
Ron Roberts, Information Technology Director
Meghan Mooney, Communications Director
Sandy Farrell, Library Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
15 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular Commission meeting held on January 18, 2022, be approved as written. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, February 7, 2022. No public comments were submitted in writing.

Mr. Jaime Lopez addressed comments to the Commission regarding property at 1229 South Hannah which he purchased from Mr. Glen Payne and is on the agenda for condemnation tonight. Mayor Cobb requested that Mr. Lopez speak with a City staff member after the meeting to discuss the issue.

Consent Agenda

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

Consideration of RFP No. 527-22 to Furnish Concessionaire Services at Athletic/Aquatic Facilities and Recommendation to Reject All Proposals as Non-Responsive

Resolution No. 7155 - Approving the Final Plan for Prosise Land Division Located in Section 10, T17S, R38E in Lea County, New Mexico

Resolution No. 7156 - Approving the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 8, Located Southeast of the Intersection of Millen Drive and Zia Crossing Parkway

Resolution No. 7157 – Authorizing Ratification of 13 Change Orders for the Purchase of an Aerial Apparatus for the Hobbs Fire Department in the Amount of \$20,309.00

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

Discussion

Discussion of Adaptive Membership Fees at the CORE

Mr. McDaniel and Ms. Lyndsey Henderson, CORE Facility Director, presented proposed adaptive membership/pass fees for residents who have a permanent disability and want to bring on assistant with them for free to the CORE. The assistant may participate in all activities in which the member is participating but is not required to do so. Mr. McDaniel stated the assistant must stay within a reasonable proximity to the member to provide any assistance, if needed. He reviewed the membership eligibility requirements and outlined the fees as follows:

DAY PASS		WEEK PASS		MONTH PASS		FACILITY MEMBERSHIP	
Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
\$4	\$7	\$12	\$21	\$16	\$23	\$16/month; \$182/yr	\$23/month; \$262 yr

He stated the fees are for discussion tonight and will be submitted to the Commission for adoption by resolution at the next regular meeting.

Mayor Cobb suggested that the guidelines not be too narrow or restrictive which might limit appropriate access to the facility.

Rockwind Community Links Ranked No. 1 Course in New Mexico by GolfPass

Mr. Doug McDaniel, Recreation Director, announced that Rockwind Community Links was ranked the No. 1 Golf Course in New Mexico by GolfPass. He explained that GolfPass is an app which allows a user to play and rate a course and this is the first year that Rockwind has received such an honor.

Mr. Ben Kirkes, Rockwind Golf Professional, stated the course was ranked 4.9 stars out of a total of 5 stars with a total of 46 reviews.

Mr. Matt Hughes, Rockwind Community Links Superintendent, stated it is a joint team effort to make Rockwind a success with a great staff.

Mr. Bryan Wagner, Parks and Open Spaces Director, thanked the staff, City Commission and City Manager for their support of Rockwind Community Links and contributions to its success.

Action Items

APPEAL HEARING: Upholding or Overturning the Decision of the Utilities Board Regarding the Application of Bryan's Green Care to Connect to City Utility Service at 1308 West Broadway, Hobbs, New Mexico.

Mayor Cobb asked Ms. Valerie Chacon, Deputy City Attorney, to proceed with the Appeal Hearing for Bryan's Green Care.

Ms. Chacon introduced herself and provided the City Commission with an overview and synopsis of the application of Bryan's Green Care for connection to City Utility Service at 1308 West Broadway. She stated the application was submitted to the Utilities Director with a cultivation plan which revealed the applicant does not have access to a 10" waterline. The Utilities Director denied the application due to a lack of waterline and some plan deficiencies. The applicant appealed the Utilities Director's decision to the Utilities Board and a hearing was held on January 6, 2022. At the appeal hearing, the applicant presented a letter from an unlicensed New Mexico Engineer related to the 10" waterline which was deemed unacceptable as the engineer was not licensed. The other plan deficiencies were cured by the applicant during the Utilities Board hearing.

Ms. Chacon stated the Commission has heard the audio of the Utilities Board hearing from January 6, 2022, and reviewed the transcript, documents and briefs filed by the parties. Ms. Chacon stated without any new or additional information, it is her recommendation that the City Commission uphold the Utilities Board decision and not allow connection to City Utility Service.

In response to Commissioner Gerth's question, Ms. Victoria Bruce, owner of Bryan's Green Care, stated the engineer's letter that was submitted to the Utilities Board was from a local engineer but she was unsure when his license expired.

Mayor Cobb stated all the Commissioners have listened to the hearing and reviewed the documentation.

Ms. Bruce requested permission to present additional evidence to the Commission.

Following a short procedural discussion, Commissioner Calderón moved to allow submission of additional evidence. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Ms. Bruce presented Exhibits A – F to the City Commission which included sworn statements from property owners, photographs of abandoned property, a survey and a letter from a new engineer.

In response to Mayor Cobb's question, Ms. Chacon stated she has talked to the City Engineer, Mr. Todd Randall, and the new engineer's letter identifies 1,000 plants and Ms. Bruce's application is for 200 plants.

In response to Commissioner Smith's inquiry, Ms. Chacon stated the adequacy for 1,000 plants exceeds the requirements for 200 plants and the City is willing to stipulate accordingly.

A brief discussion was held regarding the vacant property in the area and Ms. Bruce stated she is unable to reach the owners of the abandoned property. She stated the ordinance requires consent from a majority of the property owners, not all of the property owners.

Commissioner Mills requested clarification of the record to identify the Exhibits as follows:

Exhibit A – diagram of property

Exhibit B – four photographs of sheet metal building

Exhibit C – letter from T. J. Valve

Exhibit D – letter from R & R Service

Exhibit E – letter from DC Electric

Exhibit F – stamped letter from Engineer – Square Root Services, 7801 North Butler

Ms. Chacon stated the City is willing to stipulate and accept all exhibits and the letter from the engineer with a notation that the letter indicates it is for production of 1,000 plants and a notation that no field inspection was conducted of the property or grow area.

Commissioner Smith stated it would be reasonable to assume if it is adequate for 1,000 plants, 200 plants would meet the requirement.

Mayor Cobb requested a motion to either uphold or overturn the Utilities Board decision.

Commissioner Penick moved to overturn the decision of the Utilities Board. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Commissioner Smith thanked Ms. Bruce and Bryan's Green Care for their professionalism in the handling of this matter and stated it is a great way to start this process.

Commissioner Fields commented that the City Commission is bound by law and Bryan's Green Care has met the criteria needed.

Resolution No. 7158 - Determining that Certain Structures are Ruined, Damaged and Dilapidated, are a Menace to Public Comfort, Health and Safety and Requires Removal from the Municipality (220 South Avenue C and 1229 South Hannah)

Ms. Chacon and Ms. Jessica Silva, Code Enforcement Officer, explained the resolution and stated the City has identified two properties which present health, life and safety hazards and warrant remediation. The properties are located at 220 South Avenue C and 1229 South Hannah which are ruined, damaged and dilapidated.

In response to Commissioner Penick's question, Ms. Chacon stated the property owner at 220 South Avenue C is Mr. Gutberto Burciaga.

In response to Commissioner Smith's question, Ms. Chacon stated the property at 1229 South Hannah was condemned previously in 2019. The new property owner who spoke earlier during the meeting, Mr. Jaime Lopez, who recently purchased the property from Mr. Glen Payne, was not aware of the prior condemnation or the pending re-condemnation. Ms. Silva added that the new property owner's information is not reflected on the title search.

In further response to Commissioner Smith, Ms. Chacon stated Mr. Lopez can talk with the City and attempt to resolve the issues with the property but she would need to see proof that he is the new owner such as a warranty deed or contract. She stated the property has holes throughout the entire structure and it is a life, health and safety issue as someone could get injured.

Ms. Chacon further stated the City would allow time and work with the new owner, usually 30 days, provided some work is being done and efforts being made to comply with City Code.

In response to Commissioner Calderón's question, Mayor Cobb stated there was some lack of follow through on some of the properties that were condemned in the past so they are being re-condemned to make sure compliance is met with all requirements.

Commissioner Calderón stated he remembers when Mr. Gomez was the Fire Chief and the Hobbs Fire Department was helping move things along in the condemnation process.

Commissioner Gerth stated these efforts have the full support of the Commission.

Commissioner Fields commended the efforts on condemnation and the tremendous progress that has been made. He stated he would like to see all of the property owners love and properly care for their homes.

Commissioner Mills stated many quiet title actions result from situations like this where deeds are not recorded.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7158 as presented. Commissioner Fields seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of CES Contract with Souder, Miller & Associates for Professional Design Services on a CDBG Project in Southeast Hobbs

Mr. Todd Randall, City Engineer, stated the City was successful in its application for a CDBG Project in Southeast Hobbs and was awarded \$750,000 for the project. Mr. Randall explained the scope of work and proposed contract with Souder, Miller & Associates for professional design services on the project located on Midwest from Dal Paso to 8th Street. The contract for the work is through a Cooperative Educational Services (CES) process and the amount is \$30,117.50.

Commissioner Fields thanked Mr. Randall for his work on the project and stated the constituents in District 3 are badly in need of infrastructure and sidewalks.

There being no discussion, Commissioner Fields moved to approve the CES Contract with Souder, Miller & Associates as presented. Commissioner Gerth seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 7159 - Approving an Affordable Housing Development Agreement with Yes Housing, Inc., for an Affordable Housing Complex Located Northeast of the Intersection of Berry Street and Grimes

Mr. Kevin Robinson, Development Director, explained the resolution and stated Yes Housing, Inc., has received an allocation of low-income housing tax credits from the New Mexico Mortgage Finance Authority (NMMFA) to finance the development of a 56-unit affordable multi-family housing complex to be named West Berry Senior Apartments. The Developer was also allocated a Local Contribution of \$1,425,000.00 in financial assistance per Resolution No. 7005 adopted by the Hobbs City Commission on November 16, 2020. Mr. Robinson stated the proposed resolution approves the Development Agreement between the City of Hobbs and Yes Housing, Inc., guiding the development of the complex. He explained the agreement which allows for the creation and execution of restrictive covenants upon the real property to assure the units produced shall remain affordable units for a period of 35 years. Additionally, the Development Agreement contains a 0% interest promissory note securing the local contribution allowing the entirety of the principal to be forgiven at the end of the 35 year term providing that all affordability requirements have been met during the term. Mr. Robinson further explained disbursement of the loan proceeds shall be \$570,000.00 to the Developer when the project is dried-in and the remaining \$855,000.00 shall be made

available after the Developer has obtained Certificates of Occupancy for the development.

Ms. Michelle DenBleyker of Yes Housing, Inc., via telephone, thanked the Commission for consideration of the proposal and stated there was finally success with the NMMFA on awarding the project.

In response to Mayor Cobb's inquiry, Ms. DenBleyker stated a total of 56-units would be developed.

In response to Commissioner Smith's question to define a "senior", Mayor Cobb stated the age is 55 which is determined by HUD.

Commissioner Smith stated the City voted and approved the resolution in 2020 but it has been delayed by COVID and rising construction costs.

In reply to Commissioner Gerth's question, Mr. Robinson stated the City first took action on this proposed project back in 2016 and the funding, which is very competitive, was finally approved by the NMMFA after four attempts.

Mayor Cobb stated the main barrier has been the construction costs.

Commissioner Smith stated Watson Truck and Supply previously owned the land where this project is to be located, and he will abstain from voting on this item due to a potential conflict of interest.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7159 as presented. Commissioner Calderón seconded the motion and the roll call vote was recorded as follows: Smith abstain, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7160 - Approving the Final Plan for the Meadowlands Subdivision, Unit 1, Located Northeast of the Intersection of College Lane and Ja-Rob

Mr. Robinson explained the resolution and Final Plan for the Meadowlands Subdivision, Unit I, submitted by Lemke Development, Inc. The subdivision is located northwest of the intersection of College Lane and Ja-Rob within the municipal boundaries. He stated the subdivision encompasses +/- 16.079 acres and will contain 52 single family residential lots. Mr. Robinson explained that a cash bond is being presented to the City of Hobbs to ensure the completion of public infrastructure. The dollar amount of uninstalled public infrastructure is estimated to be \$49,047.75 excluding GRT. He stated the City Engineer has approved the Engineer of Record completion estimate and the bond has been approved by the Finance Director, City Attorney and the Development Director. Mr. Robinson stated the Planning Board has reviewed and recommended

approval of this item contingent upon an EOR certification of all infrastructures emplaced or submittal of a cash bond sufficient to assure completion of all public infrastructures.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7160 as presented. Commissioner Gerth seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7161 – Supporting an Amendment of the Safe Haven for Infants Act

Ms. Rocio Ocano, Assistant City Attorney, apologized to the Commission and stated an error occurred during the submission of this item and the wrong version of the document was provided to the Clerk's Office for the agenda packet.

Mayor Cobb requested a motion to substitute the resolution in the packet with a new Resolution No. 7161. Commissioner Mills moved to approve the substitute Resolution No. 7161 for consideration. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Ms. Ocano thanked the Commission for allowing the substitution. She explained the Safe Haven for Infants Act and its purpose to promote the safety of infants and to immunize a parent from criminal prosecution for leaving an infant, ninety days of age or less, at a safe haven site. Through communication with vendors of safety devices, such as infant safety boxes, it has become apparent that New Mexico's Safe Haven for Infants Act does not contain the necessary language to expressly allow for the installation and operation of these beneficial safety measures. Senate Bill 168 would allow for financial support to local governments such as the City of Hobbs to install, operate and maintain "surrender safety devices" as defined in Senate Bill 168, and the proposed resolution presented to the Commission supports Senate Bill 168.

A brief discussion was held about the importance of ongoing education and communication to the community about this Act.

Following the discussion, Commissioner Fields moved that Resolution No. 7161 as presented. Commissioner Penick seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLICATION ONLY: Proposed Ordinance Granting to Southwestern Public Service Company d/b/a Xcel Energy, a New Mexico Corporation, a Franchise License Within the City Limits of the City of Hobbs for a Period of Ten (10) Years

Mr. Efren Cortez, City Attorney, explained the proposed ordinance granting a franchise agreement to Southwestern Public Service Company d/b/a Xcel Energy. He stated the agreement has a term of 10 years, incorporates the City's right-of-way management ordinance, incorporates the requirements of the Americans with Disabilities Act (ADA) and has a proposed franchise fee of 4%. Mr. Cortez stated the last franchise expired as of February 21, 2014, and the parties have been operating under that agreement on a month-to-month basis.

Mayor Cobb recognized Mr. James Lackey of Xcel Energy, present at tonight's meeting.

Following a brief discussion, Commissioner Smith moved that the Commission publish notice of its intent to adopt the ordinance at a later date. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance is attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular Commission meeting will be held on Tuesday, February 22, 2022, at 6:00 p.m.

Mr. Gomez expressed appreciation to all of the staff at Rockwind Community Links for being ranked #1 in the State.

Mr. Gomez stated the new Hobbs Fire Department aerial ladder truck was on display outside before the meeting. He stated purchasing new equipment and resources is quite a process but the results are much appreciated. Mr. Gomez thanked all of Lea County's Legislators, the Commission and City staff for their leadership and support.

Commissioner Fields thanked Ms. Meghan Mooney for sending photos to him, and he also thanked Mr. Randall for his progress on the CDBG Grant for much needed improvements in District 3.

Commissioner Mills stated while he thought the Bryan's Green Care administrative appeal hearing went well, he is concerned that others may not be as well prepared. He suggested the procedures may need to improve and the City needs to be diligent in looking for ways to streamline the process.

Commissioner Gerth gave kudos to the City for the efficient handling of the brutal cold weather and icy conditions that were encountered last week. He also thanked Lea County for opening a warming station at the Event Center.

Mayor Cobb provided an update on the Legislative Session and expressed his appreciation for the tremendous efforts of City Staff in providing information related to HB6 and destination sourced taxing. He stated the lobbyists are working hard and everyone has endured an arduous process in all of the long committee hearings.

Adjournment

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, February 7, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Mayor Cobb called the work session to order at 5:00 p.m. and welcomed everyone in attendance. The following were present:

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

Also present were Mr. Efren Cortez, City Attorney, Ms. Valerie Chacon, Deputy City Attorney, and Ms. Jan Fletcher, City Clerk. Other staff members and 15 citizens were also present.

Mayor Cobb stated the sole purpose of today's work session is for the Commission to study and review all documents and the transcript of proceedings of the Utilities Board hearing held on January 6, 2022, regarding the application of Bryan's Green Care to connect to City Utility Service at 1308 West Broadway. He stated there will not be any comments or discussion by the Commission or members of the audience.

Mayor Cobb requested the City Clerk to begin playback of the audio recording of the Utilities Board hearing which will last approximately 55 minutes in duration.

Following conclusion of the audio playback and listening session, Mayor Cobb adjourned the work session at 5:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

February Milestones 2022

5 years

Gerardo Amaya	Water Distribution	02/13/2017
Benjamin Kirkes	Golf Club House	02/20/2017
Carrie Shows	Golf Maintenance	02/12/2017
Jaben Marquez	Water Distribution	02/27/2017
Nicholas Pereyra	HPD	02/27/2017

10 years

Wiley Owens	Laboratory	02/22/2012
Ruben Saenz	Streets/ Highways	02/06/2012

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, food is the substance by which life is sustained; and

WHEREAS, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

WHEREAS, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim March, 2022, as

“NATIONAL NUTRITION MONTH”

in the City of Hobbs and encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

IN WITNESS, WHEREOF, I have hereunto set my hand this 22nd day of February, 2022, and cause the seal of the City of Hobbs to be affixed hereto.

Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 22, 2022

SUBJECT: APPROVE A RESOLUTION CREATING A NEW, ADAPTIVE RECREATION CATEGORY FOR DAY PASS AND MEMBERSHIP FEES AT THE CORE

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: February 14, 2022
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

At the January 11, 2022, meeting of the Community Affairs Board, the Board unanimously approved the addition of a new Adaptive Recreation category for Day Pass and Membership fees at the CORE. This would allow participants with special needs to bring a caregiver/assistant/family member or second person into the facility with them, at no additional cost, to assist the participant while using the CORE's amenities when the participant has paid the Day Pass or Membership fee.

As required in Hobbs Municipal Code Section 12.28.110, this new Day Pass and Membership category, and the associated fees, were discussed at the February 7, 2022, City Commission meeting. If approved by the Commission, both a Day Pass and Membership category would be added to the CORE's current admission fees.

Fees would be: (Resident/Non-Resident): Day Pass \$4/\$7, Week Pass \$12/\$21, Month Pass \$16/\$23, Annual Pass \$182/\$262.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

Revenue from these passes and memberships would be dependent on the number of passes and memberships sold.

Attachments: Resolution, Adaptive Recreation Fees/Information Sheet, Copy of current fees for CORE passes and memberships.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends that the Commission approve a Resolution to create new Adaptive Recreation Day Pass and Membership categories/fees at the CORE.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7164

A RESOLUTION AUTHORIZING THE COMMISSION TO APPROVE A NEW
MEMBERSHIP CATEGORY AT THE CORE
(CENTER OF RECREATIONAL EXCELLENCE)
FOR ADAPTIVE RECREATION PARTICIPANTS

WHEREAS, the CORE currently has daily fees and memberships which were previously approved by the City Commission; and

WHEREAS, the CORE seeks to provide new opportunities for those participants with special needs who may need to bring a caregiver, assistant, family member, or second person into the facility with them to assist them with using the CORE's amenities; and

WHEREAS, to date, there is no fee structure in place to meet the CORE's goal of providing access to a participant with special needs and their caregiver, assistant, family member, or other person that assists the participant; and

WHEREAS, on January 11, 2022, CORE staff presented a new "Adaptive Recreation" category of daily fees and membership at the CORE to the Community Affairs Board and the Board unanimously approved the same; and

WHEREAS, pursuant to the Hobbs Municipal Code Section 12.28.110, "Revision of all fees except seasonal recreational fees shall be established by resolution after discussion of the fees at an earlier regular commission meeting"; and

WHEREAS, on February 7, 2022, CORE staff presented the new "Adaptive Recreation" category of daily fees and memberships to the City of Hobbs City Commission for discussion; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the City Commission approve the non-seasonal daily visit fees and membership fees for a new Adaptive Recreation membership category at the CORE.

PASSED, ADOPTED AND APPROVED this 22nd day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

The CORE is continually working on providing access and specialized programming in the GYM, TURF, Fitness, and in the water for individuals with physical and intellectual disabilities.

ADAPTIVE MEMBERSHIP | PASSES

DAY Pass		WEEK Pass		MONTH Pass		FACILITY Membership	
Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
\$4	\$7	\$12	\$21	\$16	\$23	\$16/month; \$182/yr	\$23/month; \$262 yr

The Adaptive Membership/Pass is for residents who have a permanent disability and want to bring one assistant with them for free to the CORE. The assistant is not required to, but may also participate in all activities that the member is doing. They must however stay within a reasonable proximity to provide any assistance required to the member.

Membership Eligibility

An individual who is permanently disabled and provides one of the following pieces of documentation to the CORE can obtain an Adaptive Membership/Pass that permits the holder an assistant at no cost.

1. A statement signed by a licensed physician attesting that the applicant has a permanent physical, mental, or sensory impairment that severely limits one or more major life activities, and stating the nature of the impairment.
2. A document issued by a federal agency, such as the Veteran's Administration, which attests that the applicant has been medically determined to be eligible to receive federal benefits as a result of disability. Other acceptable federal agency documents include proof of receipt of Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) due to disability.
3. A document issued by a state or other agency, such as a vocational rehabilitation agency, which attests that the applicant has been medically determined to be eligible to receive that agencies benefits or services as a result of medically determined permanent disability. **Showing a state motor vehicle department disability sticker, license plate, or hang tag in not acceptable documentation.**

INCLUSION

The City of Hobbs and the CORE provides the opportunity to play sports in inclusive environments as well as in our specialized programming. In accordance with the requirements of the Title II of the Americans with Disabilities Act of 1990, City of Hobbs Recreation and the CORE does not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. Accommodations will be provided upon request, free of charge. To ensure a prompt response, please submit your request at least 48 hours prior to your anticipated need.

To request an accommodation or for further information about inclusion services:

- Contact the CORE at 575-393-CORE (2673)
- Email LHenderson@hobbsnm.org to receive the Request for Accommodation form via email.
- Visit the CORE Welcome Desk to receive the Request for Accommodation form.

SPECIALIZED PROGRAMMING

Adaptive Avengers

Adaptive Avengers is a recreational physical education class for children and adults with special needs. Classes are taught by trained instructors and take place twice a week on a monthly basis. For more information, contact Coach Tharon Drake at 719-310-0023.

If you are interested in participating, are looking for a career in adaptive programming, or have an adaptive activity you would like to see at the CORE, contact the CORE Facility Director, Lyndsey Henderson, at 575-391-6910 or LHenderson@hobbsnm.org.



Resident: Anyone who lives in Lea County, NM	DAY Pass		WEEK Pass		FACILITY Membership (Land/Water Classes Not Included)	
	Res	Non-Res	Res	Non-Res	Res	Non-Res
Adult (18-61)	\$7	\$10	\$20	\$30	\$28/month; \$320/yr	\$40/month; \$456/yr
Adult Couple (18-61, each)	n/a	n/a	n/a	n/a	\$50/month; \$570/yr	\$72/month; \$820/yr
Youth (1-12)	\$4	\$7	\$12	\$21	\$16/month; \$182/yr	\$23/month; \$262/yr
Youth under 1 year	FREE	FREE	FREE	FREE	FREE	FREE
Teen (13-17)	\$5	\$8	\$15	\$24	\$20/month; \$228/yr	\$29/month; \$330/yr
Student/Public Safety (18+)*	\$5	\$8	\$15	\$24	\$20/month; \$228/yr	\$29/month; \$330/yr
Senior (62+)	\$4	\$7	\$12	\$21	\$16/month; \$182/yr	\$23/month; \$262/yr
Senior Couple (62+, each)	n/a	n/a	n/a	n/a	\$29/month; \$330/yr	\$41/month; \$467/yr
Single Family (max 6 members)	n/a	n/a	n/a	n/a	\$45/month; \$513/yr	\$70/month; \$798/yr
Family (max 6 members)	n/a	n/a	n/a	n/a	\$55/month; \$627/yr	\$80/month; \$912/yr
Family Plus (6 plus members)	n/a	n/a	n/a	n/a	Additional \$10 per family member above Family Rate	Additional \$10 per family member above Family Rate
Kid Watch (6 months-6yrs)	\$5 drop-in	\$7 drop-in	\$5 drop-in	\$7 drop-in	Included	Included
Kid Fit (7-12)	\$3 drop-in	\$5 drop-in	\$3 drop-in	\$5 drop-in	Included	Included
Matinee (Adults & Seniors Only) Weekdays 10am - 3pm	n/a	n/a	n/a	n/a	\$14/month; \$160/yr	\$20/month; \$228/yr

* Public Safety Personnel includes Police, Fire, EMT, Border Patrol & Military (Active & Veterans)

Resident Rate = All Lea County residents

Only interested in Programs?
Pay a yearly fee for access to register for any program offered at the CORE.

PROGRAMS	
Res	Non-Res
\$25/year (waived for group swim lessons for youth)	\$36/year (waived for group swim lessons for youth)



CITY OF HOBBS
 COMMISSION STAFF SUMMARY FORM
 MEETING DATE: FEBRUARY 22, 2022

SUBJECT: APPROVAL OF A C.E.S. CONTRACT BETWEEN THE CITY OF HOBBS AND GUADALUPE MOUNTAIN FENCING, IN THE AMOUNT OF \$166,013.56, FOR THE INSTALLATION OF NEW DECORATIVE/ORNAMENTAL FENCE.

DEPT. OF ORIGIN: PARKS AND OPEN SPACES
 DATE SUBMITTED: February 14, 2022
 SUBMITTED BY: Bryan Wagner, Parks and Open Spaces Director

SUMMARY:
 Guadalupe Mountain Fencing will prepare and install 1,300' of decorative/ornamental fence on east side of Prairie Haven Memorial Park Cemetery. The fence will be a 6' Ameristar Montage Plus three rail panels with exposed pickets on top. The project will also include one new 32' matching gate. This is the same type of fence that was installed at Everglade Cemetery. Guadalupe Mountain Fencing provided CES pricing as requested in the project specifications referencing their CES Contract number 2021-08-G111-6.

Fiscal Impact:

Reviewed By: 
 Finance Department

Fund 19-4019-43011: \$200,000.00 budget for this project

The total fiscal impact is \$166,013.56, which includes NMGRT

Attachments:

- 1) Quotes from Guadalupe Mountain Fencing, TriWest Fence, and Lone Mountain Contracting, Inc.
- 2) CES Contract Extension for Guadalupe Mountain Fencing.
- 3) Quote Pricing Matrix
- 4) Cemetery Fence Project Specifications
- 5) Map of fence location.


Legal Review:

Approved As To Form: 
 City Attorney

Recommendation:

Approve the C.E.S. Contract with Guadalupe Mountain Fencing in the amount of \$166,013.56

Approved For Submittal By:

 2-14-2022
 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. _____

	Base Bid	Includes NMGRT	Included Pictures of Product
Guadalupe Mountain Fencing	\$166,013.56	yes	yes
TriWest Fence	\$205,270.98	yes	no
Lone Mountain Contracting, Inc.	\$279,234.20	yes	no

Cemetery Fence Projects

City of Hobbs, NM – Parks and Open Spaces Department

Project quoted using New Mexico Cooperative Educational Services (CES) Procurement Pricing

Prairie Haven Memorial Park at 1900 East Stanolind Road

Fence Project – East Side

Please quote Ameristar Montage Plus – Genesis Style or similar products

Provide pictures of fence you will be installing.

- Remove and haul away existing fence
- Install New Steel Decorative/Ornamental Fence
- 1300 linear feet approximate for this project (suggest on-site measurement for accuracy)
- 1 Thirty-two (32) Foot – Swing Gates for Service Access on east boundary (pinned on attached aerial map)
- Footings - Installed per manufacturer specifications
- Six foot tall fence
- Three rail panels
- Exposed pickets top and bottom
- ¾ inch pickets
- Standard/Flat design on walk and slide gates
- Color: Black
- Quad Flare and Double Rings (Finials & Adornments) or similar
- Product and Workmanship/Installation Warranty

Add Alternates/Options Pricing

- 1 inch pickets
- Arched Slide Drive Gate
- Additional 650 linear feet of fence to north boundary

Prairie Haven Memorial Park Cemetery

East Side - 1300 Linear Ft
1 - 32 ft Swing Gate

Legend

- 1300 Linear Feet Fence
- 32 Ft Swing Gate
- Corral Arena
- Prairie Haven Memorial Park



Prairie Haven Memorial Park

32 Ft Swing Gate

E Standind Rd

E Standind Rd

E Standind Rd

63

Google Earth

700 ft





Job Order Contract

Price Proposal Summary - CSI

Date: February 08, 2022
Contract Number: 2021-08-G111-6
Job Order Number: 220128-3.00
Job Order Title: City of Hobbs - Prairie Haven Memorial Park East Side Fence & Gates
Contractor: Guadalupe Mountain Fencing
Proposal Value: \$166,013.56
Proposal Name: City of Hobbs - Prairie Haven Memorial Park East Side Fence & Gates
Detailed Scope: Install 1300 linear feet of 6' ornamental wrought iron fence (Ameristar Mortgage Plus). Install 32' Double Drive Sing Gate (AMP). All work done for Prairie Haven Memorial Park - Cemetery, 1900 East Standard Road.

Category - 01 - General Requirements:	\$10,805.45
Category - 32 - Exterior Improvements:	\$155,208.11
Proposal Total	\$166,013.56

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: February 08, 2022
Contract Number: 2021-08-G111-6
Job Order Number: 220128-3.00
Job Order Title: City of Hobbs - Prairie Haven Memorial Park East Side Fence & Gates
Contractor: Guadalupe Mountain Fencing
Proposal Value: \$166,013.56
Proposal Name: City of Hobbs - Prairie Haven Memorial Park East Side Fence & Gates
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.3631-NWH Requiring State Wage Rates (Outside Tribal Land)

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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CSI - 01 - General Requirements

1	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax - Varies by County	\$10,588.34
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Quantity	Unit Price	Factor	Total
10,588.34 x	\$1.00 x	1.0000 =	\$10,588.34

User Note: Tax Rate: 6.8125%

2	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Includes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$217.11
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Quantity	Unit Price	Factor	Total
1.00 x	\$159.28 x	1.3631 =	\$217.11

Subtotal for CSI - 01 - General Requirements: \$10,805.45

CSI - 32 - Exterior Improvements

3	32 31 13 13 0009		VLF	10" Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$5,571.94
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Quantity	Unit Price	Factor	Total
410.00 x	\$9.97 x	1.3631 =	\$5,571.94

4	32 31 13 13 0010		VLF	12" Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$122.35
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Quantity	Unit Price	Factor	Total
8.00 x	\$11.22 x	1.3631 =	\$122.35

5	32 31 13 13 0026		VLF	10" Diameter, Concrete Fill For Post Hole	\$7,662.12
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Quantity	Unit Price	Factor	Total
410.00 x	\$13.71 x	1.3631 =	\$7,662.12

6	32 31 13 13 0027		VLF	12" Diameter, Concrete Fill For Post Hole	\$176.33
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Quantity	Unit Price	Factor	Total
8.00 x	\$16.17 x	1.3631 =	\$176.33

7	32 31 19 00 0006		LF	6' Wrought Iron Fence, Verticals At >2-1/2" To 3" On Center	\$133,752.82
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Quantity	Unit Price	Factor	Total
1,300.00 x	\$75.48 x	1.3631 =	\$133,752.82

8	32 31 19 00 0006	Mod	LF	For Verticals Up To 2" On Center, Add	\$2,705.69
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Quantity	Unit Price	Factor	Total
165.00 x	\$12.03 x	1.3631 =	\$2,705.69

User Note:

9	32 31 19 00 0024		LF	6' Double Wrought Iron Gate, Hardware And Associated Trim	\$5,216.86
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Quantity	Unit Price	Factor	Total
32.00 x	\$119.60 x	1.3631 =	\$5,216.86

Subtotal for CSI - 32 - Exterior Improvements: \$155,208.11

Price Proposal Detail - CSI Continues..

Job Order Number: 220128-3.00

Job Order Title: City of Hobbs - Prairie Haven Memorial Park East Side Fence & Gates

Proposal Total

\$166,013.56

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Guadalupe Mountain Fencing, LLC

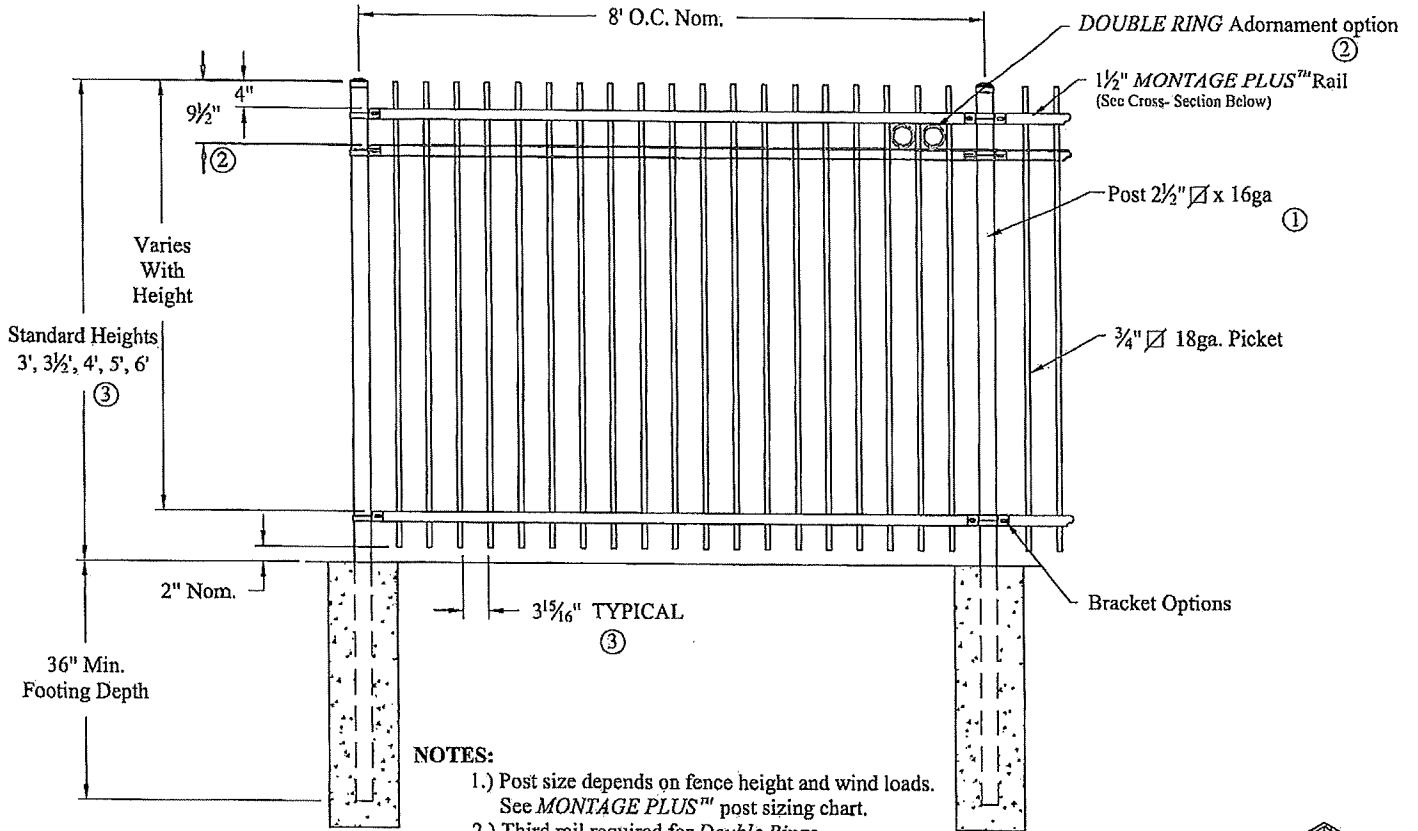
2023 Hepler Rd
 Carlsbad, NM 88220

Phone # 5753613216 gmfencing2023@gmail.com

Date	Estimate #
1/5/2022	1451

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

			Project
Description	Qty	Rate	Total
Install 1300 Linear feet of 6' Ornamental fence Ameristar Mortgage Plus. Install 32" Double Drive Swing Gate (Biggest opening Ameristar will allow. Remove Existing Fence @Cemetery Fence @Prairie Haven Memorial Park @1900 East Stanolind Road Prices may change with any change orders Exclusions: Does not include surveying, hydro-vac, rock excavation, grading, bonding, grounding, staking, traffic control, or more than 1 mobilization, running power Please contact us with any questions or concerns QUOTED PRICE IS GOOD FOR 1 WEEK DUE TO INCREASING STEEL PRICES	1,300	105.00	136,500.00T
		0.00	
We look forward to working with you			
Subtotal			\$136,500.00
Sales Tax (5.5%)			\$7,507.50
Total			\$144,007.50

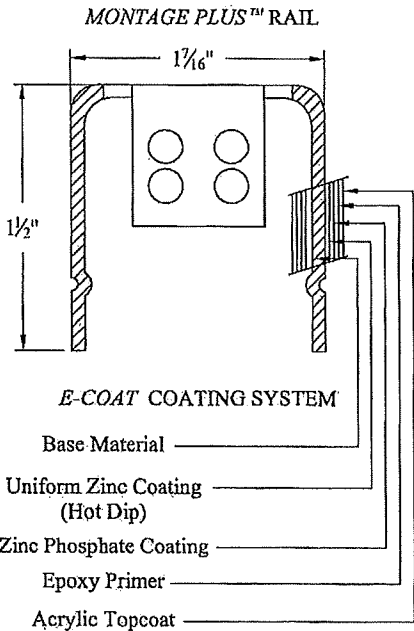


NOTES:

- 1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* post sizing chart.
- 2.) Third rail required for *Double Rings*.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.

RAKING DIRECTIONAL ARROW

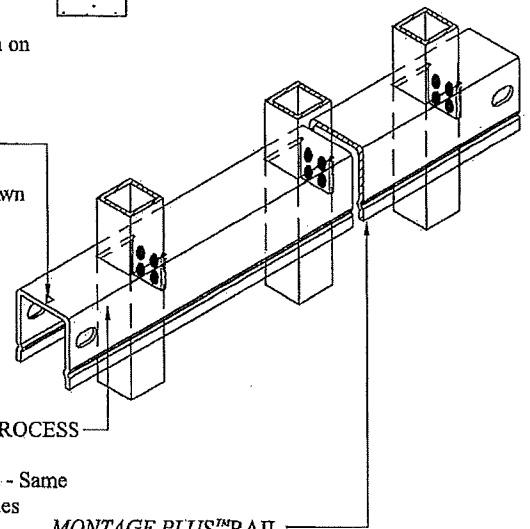
Welded panel can be raked 30" over 8' with arrow pointing down grade.



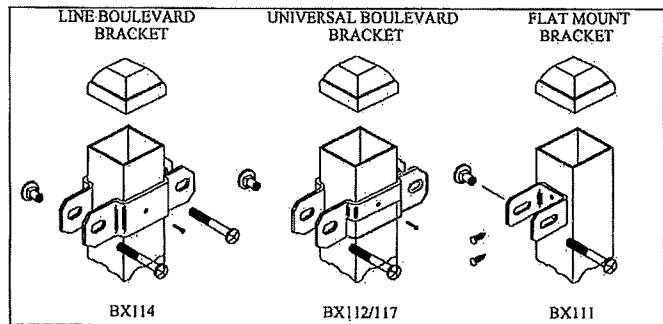
- E-COAT COATING SYSTEM**
- Base Material
 - Uniform Zinc Coating (Hot Dip)
 - Zinc Phosphate Coating
 - Epoxy Primer
 - Acrylic Topcoat

PROFUSION™ WELDING PROCESS

No exposed welds, Good Neighbor profile - Same appearance on both sides



MONTAGE PLUS™ RAIL
Specially formed high strength architectural shape.



**COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED**

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

1RGISO

Title: MONTAGE PLUS GENESIS 2/3-RAIL		
DR: CI	SH. 1 of 1	SCALE: DO NOT SCALE
CK: ME	Date 6/28/10	REV: e



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

AMERISTAR® PERIMETER SECURITY USA INC.
Montage Plus® - Steel Ornamental Fence System – Fusion Welded and Rackable
CONSTRUCTION SPECIFICATION - SECTION 32 31 19

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at (specify project site).

1.02 RELATED WORK

Section _____ - Earthwork

Section _____ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of (specify Montage Plus® standard picket space or Montage Plus® Pool, Pet & Play® 3" air space) **Welded and Rackable** (ATF – All Terrain Flexibility) Ornamental Steel (for standard picket space, specify Classic™, Majestic™, Genesis™, or Warrior™; for 3" air space, specify Classic™, Majestic™, or Genesis™) design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

A. All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS

2.01 MANUFACTURER

The fence system shall conform to (specify Montage Plus standard picket space or Montage Plus Pool, Pet & Play 3" air space) *Welded and Rackable* (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic, Majestic, Genesis or Warrior; for 3" air space, specify Classic, Majestic, or Genesis) design, (specify extended picket or flush) bottom rail treatment, (specify 2-Rail, 3-Rail or 3-Rail with Double Rings) style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft² (184 g/m²), Coating Designation G-60.

B. Material for pickets shall be 3/4" square x 18 Ga. tubing. The rails shall be steel channel, 1.5" x 1.4375" x 14 Ga. Picket holes in the rail shall be spaced (specify 4.675" o.c. for standard picket space or 3.500" o.c. for 3" air space). Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be (specify Black or Bronze). The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.

E. Gates with an out to out leaf dimension less than and including 72 inches shall be fabricated using Montage Plus ornamental panel material and 1-3/4" sq. x 14ga. gate ends. Gate leafs greater than 72 inches shall be fabricated using ForeRunner rails, 17 gauge pickets, intermediate uprights, gussets and 1-3/4" sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus 1/4". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

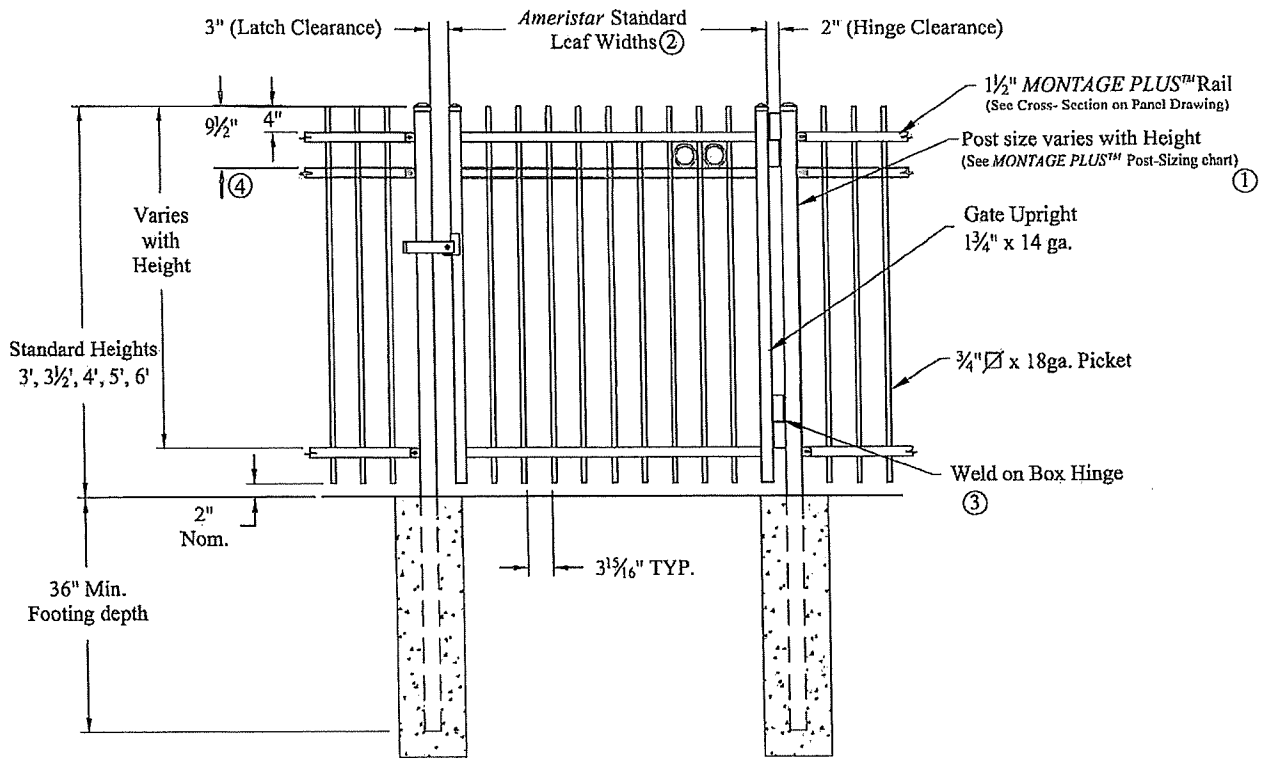
3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Montage Plus Posts		
Fence Posts	Panel Height	
2-1/2" x 16 Ga.	Up to & Including 6' Height	
Gate Leaf	Gate Height	
	Up to & Including 4'	Over 4' Up to & Including 6'
Up to 4'	2-1/2" x 14 Ga.	3" x 12 Ga.
4'1" to 6'	3" x 12 Ga.	3" x 12 Ga.
6'1" to 8'	3" x 12 Ga.	4" x 12 Ga.

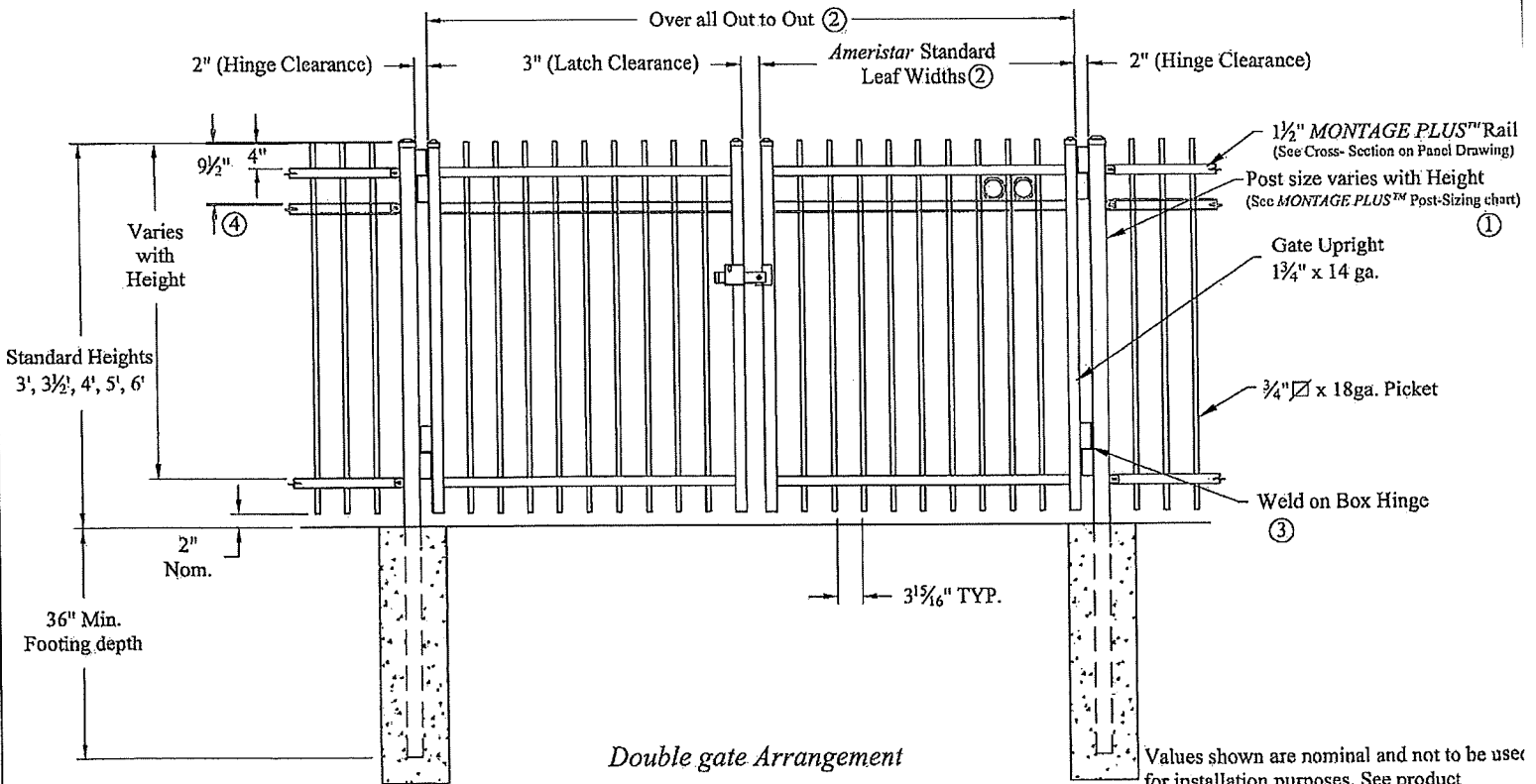
Table 2 – Coating Performance Requirements		
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 – Montage Plus – Post Spacing By Bracket Type						
Span	For CLASSIC, GENESIS, MAJESTIC, & WARRIOR 8' Nominal (91.95" Rail)					
Post Size	2-1/2"	2-1/2"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Montage Plus Universal (BB112)	Montage Plus Line Blvd. (BB114)	Montage Plus Flat Mount (BB111)		Montage Plus Swivel (BB113)*	
Post Settings ± 1/4" O.C.	95"	95"	95"	95-1/2"	*95"	*95-1/2"
*Note: When using BB113 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.						



NOTES: *Single gate Arrangement*

- 1.) Post size depends on fence height, weight and wind loads. See *MONTAGE PLUS™* post sizing chart.
- 2.) See *Ameristar* gate table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
- 3.) Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.
- 4.) Third rail required for *Double Rings*.



Double gate Arrangement

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

COMMERCIAL STRENGTH WELDED STEEL GATE

Title: **MONTAGE PLUS GENESIS 2/3-RAIL SGL & DBL GATE**

DR: CI	SH. 1 of 1	SCALE: DO NOT SCALE
CK: MF	Date 6/28/10	REV: e



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

MONTAGE PLUS® | WARRANTY

WELDED ORNAMENTAL FENCE

Ameristar's Montage Plus® welded ornamental fences are manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry. Galvanized steel framework is subjected to a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex cathodic electro-coat system consisting of an epoxy primer, which significantly increases corrosion protection, and an acrylic liquid topcoat, which provides the protection necessary to withstand adverse weathering effects.

The electro-coated surface on all Montage Plus welded ornamental panels and posts are guaranteed under normal and intended usage, against cracking, peeling, chipping, blistering or corroding commencing with the original purchase date and extending according to the applications defined in the table below. Normal and intended usage does not include physical damage, abrasion, or heavy salt spray exposure to the protective coating.

The following acts and/or omissions will void the subject warranty:

- Damage to the product caused by the property owner by use of landscape, gardening equipment, chemicals that may cause damage, and/or water sprinklers with high mineral content;
- Damage caused by adhesion of chicken wire, chain link mesh, welded wire, or other similar substance to the product;
- Damage caused by allowing plant life of any sort to grow directly upon or in contact with any portion of the product or sap from trees;
- Any alteration to the product itself by the property owner including any on-site cutting or welding; and/or, failure to follow any and all maintenance instructions provided by Ameristar® at the time of sale to the original purchaser even if these instructions are not forwarded to the ultimate claimant under this warranty.
- When cutting Montage Plus immediately seal the exposed surfaces by 1) Removing all metal shavings from the cut area 2) Applying zinc-rich primer to thoroughly cover cut edge and drilled hole and, after letting dry, 3) Applying two (2) coats of custom finish spray paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty.
- If contractor uses non-Ameristar parts/components, this will negate the warranty.

Ameristar Montage Plus welded ornamental fences are also guaranteed for the same period of time against defects in workmanship or materials. Should any Montage Plus welded ornamental panel or post manufactured by Ameristar fail in accordance with any of the above conditions, Ameristar warrants to the original purchaser their redemption through replacement, renewal or issuance of a pro-rated credit. The choice of redemption method is solely at the discretion of Ameristar. If the pro-rated alternative is chosen, the amount will be based on the original cost of materials at the date of purchase multiplied by the appropriate time and exposure factor from the table below:

<u>Application</u>	<u>Length of Warranty</u>
Fence Installations 0 to 1 Mile from Salt Water Coast Line	5 Years
Fence Installations 1 Mile to 10 Miles from Salt Water Coast Line	10 Years
Fence Installations Over 10 Miles from Salt Water Coast Line	20 Years

Note: Regardless of location and years in service, evidence of historical salt spray exposure shall be considered as grounds to void any warranty obligations.

Notice of failure under the conditions of this warranty shall be sent to Ameristar or its authorized representative, in writing, together with proof of purchase and shall specify the nature of the defect and when it was first observed as well as photographs of current site conditions. Should the fence be improperly installed, Ameristar shall not be responsible for guaranteed performance or appearance of the material. Neither does this guarantee apply when failure or damage is due to improper use or application, abuse or misuse, salt spray exposure (see Table and Note above), vandalism, or acts of God. Ameristar reserves the right to inspect the material to determine validity of the claim.

Upon acceptance of the claim by Ameristar or its authorized representative, redemption by replacement, renewal or issuance of a pro-rated credit shall be made by Ameristar. Reimbursement for labor necessary to restore and/or replace components that have been found defective under the terms of this warranty is guaranteed to the original purchaser for a period of five (5) years from the original purchase date. Ameristar reserves the right to select the qualified company or individual to perform the labor to repair or replace the components that are deemed to be defective under the terms of this warranty.

The above constitutes the complete warranty by the manufacturer. No other agreement, written or implied, is valid. Ameristar Fence Products does not authorize any other person or agent to make any other express warranties. Ameristar neither assumes nor authorizes any other person or agent to assume any other liability in connection with the Montage Plus welded ornamental fence system.



AMERISTAR®
FENCE PRODUCTS

1555 N. MINGO RD., TULSA, OK 74116
WWW.AMERISTARFENCE.COM

MONTAGE® SWING GATES | LIMITED WARRANTY

WELDED ORNAMENTAL GATES

Revised 06/2019

Warranty includes swing gates for the entire Montage product line i.e. Montage, Montage Plus, Montage Commercial, Montage Industrial & Montage II.

Montage® Welded Swing Gates by Ameristar® are manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry.

Ameristar Perimeter Security hereby certifies that its gates are free from defects in material or workmanship and all gate components and hardware are guaranteed against such defects for a one (1) year period from the original date of purchase. (Note: Accidental damages, defects resulting from improper installation techniques, and damage from abuse or vandalism are not included herein).

Additionally, the coated surface on Montage Welded Swing Gates, including all gate components and hardware, is guaranteed under normal and proper usage, against cracking, peeling, chipping, blistering or corroding for a period of one (1) year from the original purchase date. Normal and proper usage does not include physical damage, abrasion or exposure to salty environments to the protective coating.

Should any Montage Welded Swing Gate or gate component manufactured by Ameristar fail in accordance with any of the above conditions, Ameristar warrants to the original purchaser their redemption through replacement or renewal. The decision as to which method of redemption is allowed is solely at the discretion of Ameristar. Notice of failure under the conditions of this warranty shall be sent to Ameristar or its authorized representative, in writing, together with proof of purchase and shall specify the nature of the defect and when it was first observed. Should the gate be improperly assembled or installed, Ameristar shall not be responsible for guaranteed performance or appearance of the material. Neither does this guarantee apply when failure or damage is due to improper use or application, abuse or misuse, vandalism or acts of God. Ameristar reserves the right to inspect the material to determine validity of the claim.

Upon validation of the claim by Ameristar or its authorized representative, redemption by replacement or renewal shall be made by Ameristar. Reimbursement for the costs of removal and installation of materials are not included in the guarantee, nor will Ameristar provide those services.

The above constitutes the complete warranty by the manufacturer. No other agreement, written or implied, is valid. Ameristar does not authorize any other person or agent to make any other express warranties. Ameristar neither assumes, nor authorizes any other person or agent to assume, any other liability in connection with Montage Welded Swing Gates. Some jurisdictions do not allow limitations on how long an implied warranty lasts, nor do they allow an exclusion or limitation of incidental or consequential damages; therefore, the limitations and exclusions noted herein may not apply.



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AMERISTAR®

ASSA ABLOY



MONTAGE PLUS[®]

WELDED ORNAMENTAL STEEL FENCE



FENCE PRODUCTS


AMERISTARFENCE.COM | 888-333-3422

Experience a safer and more open world

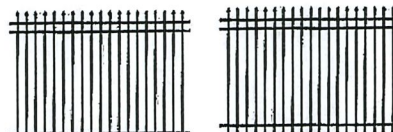
AMERISTAR

ASSA ABLOY



 **CLASSIC™**

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard or 3" Pet, Pool & Play Picket Air-Space



 **MAJESTIC™**

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard or 3" Pet, Pool & Play Picket Air-Space



 **GENESIS™**

- 3', 3½', 4', 5' or 6' Heights
- 2-Rail or 3-Rail Panels
- Extended Picket or Flush Bottom Panels
- 4" Standard or 3" Pet, Pool & Play Picket Air-Space



COLOR OPTION



BLACK



BRONZE

PROFUSION WELDING

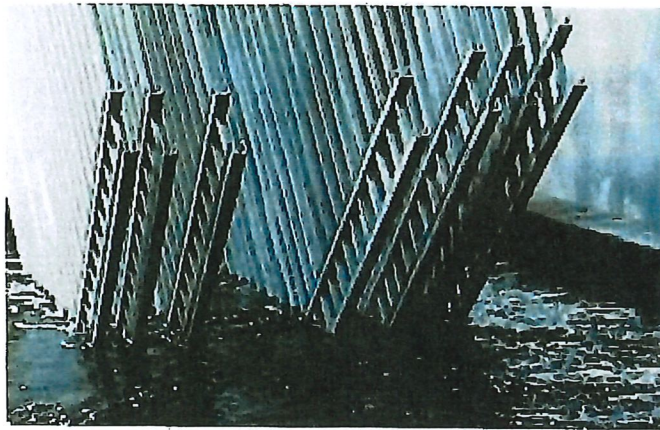
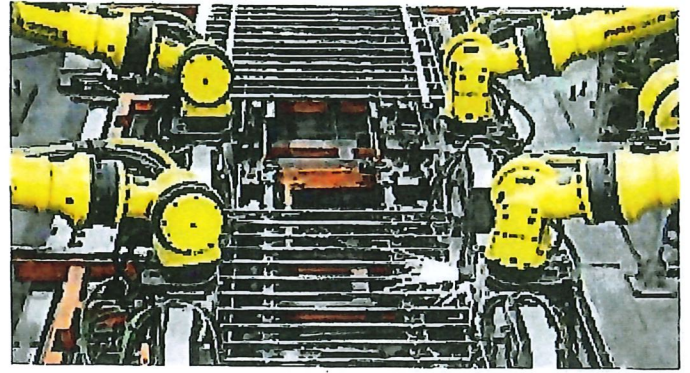
- Superior Strength
- No Visible Rivets or Screws
- Design Allows Panels to Follow the Grade



Stair-stepping panels



Fully rakeable panels

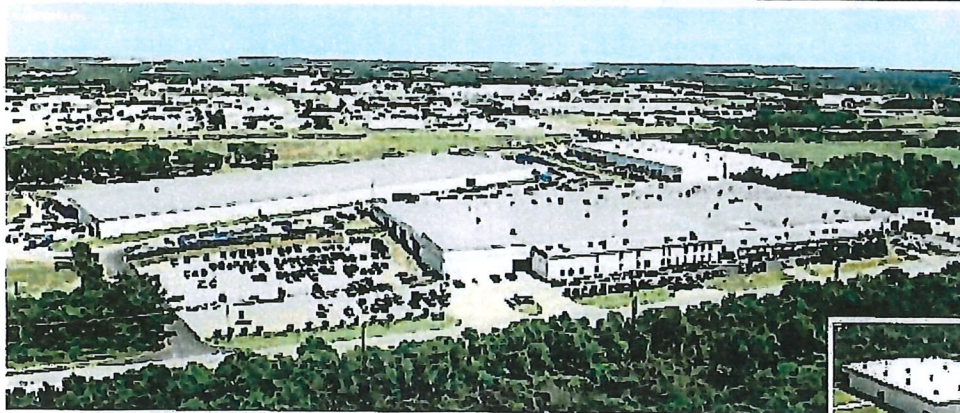


ECOAT FINISH

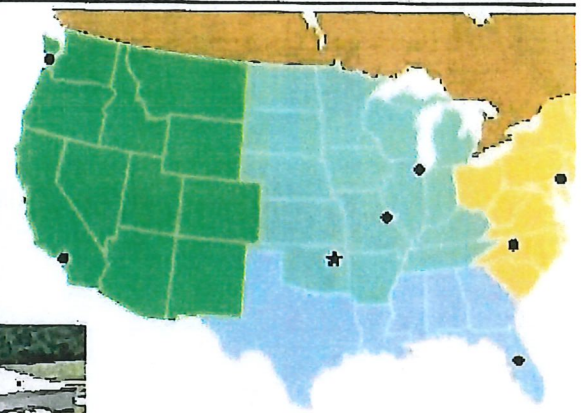
- Protection Inside and Out
- Maintenance-Free Finish
- Long-Term Durability



- Acrylic Topcoat
- Epoxy Primer
- Phosphate
- PreGalvanized Steel



Ameristar's world headquarters, manufacturing & coil processing facilities in Tulsa, Oklahoma, USA.

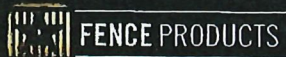


LEGEND

- ★ Ameristar Headquarters
- Sales & Service Centers



Part #98201 Revised 01/2020



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TERMS AND CONDITIONS

- 1 **General Terms.** TriWest Fence LLC or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
- 2 **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including others contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
- 3 **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
- 4 **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
- 5 **Cumulative Remedies.** To the greatest extent permitted by applicable law; BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
- 6 **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
- 7 **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
- 8 **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
- 9 **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or its agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
- 10 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 11 **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR, at its sole option, may cancel this entire Agreement.
- 12 **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
- 13 **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, *personally* and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
- 14 **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.



LONE MOUNTAIN
CONTRACTING, INC.

PROPOSAL

City of Hobbs
Prairie Haven Memorial Park Fencing

Samantha Sais
Marketing/Sales Director
505-916-4688



Wade White
City of Hobbs Parks and Open Space Superintendent
wwhitehead@hobbsnm.org
Office-(575) 397-9289

Proposal
City of Hobbs and Open Space Superintendent
Hobbs Prairie Haven Memorial Park Fencing

Lone Mountain Contracting Inc. is proud to provide the following proposal to the City of Hobbs for the options of fencing Prairie Haven Memorial Park. The following lines will outline the summary of the scope of work LMC is providing, giving an overview of work that will be performed in accordance with the specifications provided:

Option A: East Fencing only

1. Remove approximately 1300 LF of existing fence
2. Haul remnants of existing fence to proper salvage/disposal location
3. Provide and Install approximately 1300 LF of Ornamental fence; Ameristar Montage Plus-Genesis Style or similar product with 6' high x 3/4" pickets, 3 rail, quad, flare; black.
4. Provide and install Double Swing Gate for 16' opening; Montage Plus-Genesis style or similar product

.....Total: \$261,406.29

NMGRT@ 6.82%: \$17,827.91

Total with Tax: \$279,234.20

Option B: East and North Fence

1. Remove approximately 1950 LF of existing fence
2. Haul existing fence material to appropriate salvage/disposal location
3. Provide and Install approximately 1300 LF of Ornamental fence; Ameristar Montage Plus-Genesis Style or similar product with 6' high x 1" pickets, 3 rail, quad, flare; black.
4. Install Double Drive Cantilever Gate for 32' opening; Montage Plus - Genesis Style or similar product.

.....Total: \$514,841.78

NMGRT@ 6.82%: \$35,112.21

Total with Tax: \$549,953.98



LONE MOUNTAIN CONTRACTING, INC.

125 Bosque Farms Blvd.

Bosque Farms NM 87068

We look forward to working with you and are pleased to provide you with our service. Any items not listed should be counted as exclusions, and any unforeseen costs or obstacles may require a change order. Please review and approve at your earliest convenience. Listed below is the turf we will be using that meets or exceeds the specifications called for, signing below will signify approval.

Exclusions:

Any work not specified above

Landscape

Sidewalks

Outside Video Display

Parking lot

Logos

Utility Connections

Permits

Testing

Geotechnical Report associated with subgrade findings

Please sign for which option you would like to proceed with

Option A: East Fencing only

Signature: _____ **DATE:** _____

Option B: East and North Fence

Signature: _____ **DATE:** _____

ACCEPTANCE OF PROPOSAL: The above specifications, prices, and terms are satisfactory and hereby accepted. Lone Mountain Contracting is hereby authorized to proceed as specified and payment will be made as outlined above.

ACCEPTED BY: _____ **DATE:** _____

“Owner/GC”

Note: The above prices are based on the following conditions: All Work to be completed under same contract. The owner will furnish all water and electricity, mark all utilities and provide secure area for construction. Owner will allow entrance to construction site by LMC crew at all times. Progress payments will be made according to the schedule of values furnished by LMC. Payments are due within 30 days from billing. Late payments are charged an 18% per annum late fee. Bid good for 30 days. Prices subject to change.

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CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 22, 2022

SUBJECT: Resolution Adopting Budgetary Adjustment #3 for the Fiscal Year 2021-2022
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: February 14, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared prior to the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year.

Enclosed is a budgetary adjustment #3 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Total revenue is increased by \$0 and total expense increased by \$310,934.38 providing a budgeted ending cash balance of \$86,687,054.73 for all funds. General fund reserve remains at 49%.

This budget adjustment also includes inter-fund cash transfers.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2021-2022

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7165

BUDGETARY ADJUSTMENT #3

FISCAL YEAR 2021-2022

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment total revenue is increased by \$0 total expense is increased by \$310,934.38

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced budget adjustments be approved.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Department of Finance and Administration of the State of New Mexico and that a copy of this Resolution be forwarded to their office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED AND APPROVED this 22nd day of February, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs BAR #3
FY22 Fund Summary**

Fund	Fund Description	Beginning Cash 06/30/2021	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
001	GENERAL	79,692,583.32	62,812,372.86	(7,673,612.39)	90,557,925.16	44,273,418.63	49%
002	LAND ACQUISITION	370,005.05	100,000.00	-	100,000.00	370,005.05	
General Fund Subtotal		80,062,588.37	62,912,372.86	(7,673,612.39)	90,657,925.16	44,643,423.68	
110	LOCAL GOV CORR	1,009,548.34	225,750.00	(160,000.00)	563,615.69	511,682.65	
120	POLICE PROTECTION	39,073.62	79,200.00	-	118,273.62	-	
130	P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75	
150	COPS GRANT	1,000.00	128,462.11	456,013.99	417,655.68	167,820.42	
160	RECREATION (CORE)	1,000.00	1,742,270.00	3,816,877.70	5,218,966.98	341,180.72	
170	OLDER AMERICAN	1,000.00	199,576.00	1,028,607.85	1,228,183.85	1,000.00	
180	GOLF	1,000.00	727,600.00	4,220,213.35	4,947,813.35	1,000.00	
190	CEMETERY	1,000.00	182,900.00	617,832.50	800,732.50	1,000.00	
200	AIRPORT	305,835.97	35,300.00	-	57,500.00	283,635.97	
210	Legislative Appropriations	-	3,303,000.00	-	3,303,000.00	-	
220	Intergovernmental Grants	-	4,835,515.50	-	4,835,515.50	-	
230	LODGERS' TAX	1,184,148.04	902,000.00	(1,069,566.00)	602,000.00	414,582.04	
270	PUBLIC TRANSPORTATION	70,302.21	1,385,703.68	75,000.00	1,423,686.05	107,319.84	
280	FIRE PROTECTION	913,093.62	669,660.00	-	823,991.65	758,761.97	
290	EMER MEDICAL SERV	582.73	31,225.00	-	31,807.73	-	
Special Revenue Subtotals		3,529,503.28	14,448,162.29	8,984,979.39	24,372,742.60	2,589,902.36	
370	COMM DEVE CONST	186,193.20	750,000.00	464,806.80	1,400,000.00	1,000.00	
460	BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	(1,000,000.00)	-	538,849.89	
480	STREET IMPROVEMENTS	3,991,956.59	1,452,139.00	(464,806.80)	1,978,148.39	3,001,140.40	
490	CITY COMM. IMPROVEMENTS	7,659,699.88	2,258,416.00	(7,011,893.67)	61,238.00	2,844,984.21	
Capital Project Subtotals		13,376,699.56	4,460,555.00	(8,011,893.67)	3,439,386.39	6,385,974.50	
510	UTILITY BOND	-	-	307,004.90	307,004.90	-	
530	WASTEWATER BOND	1,989,842.96	-	3,199,019.12	2,886,308.80	2,302,553.28	
Debt Service Subtotals		1,989,842.96	-	3,506,024.02	3,193,313.70	2,302,553.28	
100	SOLID WASTE	2,684,706.80	7,440,000.00	-	7,818,000.00	2,306,706.80	
440	JOINT UTILITY EXTENSIONS CAPIT	1,000.00	885,736.20	4,011,893.67	4,897,629.87	1,000.00	
600	JOINT UTILITY	1,000.00	-	7,081,748.02	7,081,747.50	1,000.52	
610	JOINT UTILITY CONST	1,000.00	-	3,521,050.72	3,521,050.72	1,000.00	
620	WASTE WATER PLANT CONST	7,773,078.39	86,202.65	4,707,707.55	12,565,988.59	1,000.00	
630	JOINT UTILITIY - WASTEWATER	1,000.00	-	4,806,031.13	4,806,031.13	1,000.00	
650	JOINT UTILITIY INCOME - WASTEV	7,409,090.12	8,265,208.00	(12,712,757.80)	30,619.00	2,930,921.32	
660	JOINT UTILITY INCOME	6,148,526.09	8,725,500.00	(10,909,803.64)	-	3,964,222.45	
680	METER DEPOSIT RES	1,146,891.55	375,000.00	-	375,000.00	1,146,891.55	
690	INTERNAL SUPPLY	65,139.47	225,000.00	-	225,000.00	65,139.47	
Utility Subtotals		25,231,432.42	26,002,646.85	505,869.65	41,321,066.81	10,418,882.11	
640	MEDICAL INSURANCE	4,664,841.53	6,557,192.16	-	6,527,192.16	4,694,841.53	
670	WORKERS COMP TRUST	1,150,237.21	605,864.34	-	755,864.34	1,000,237.21	
740	INSURANCE - RISK	2,896,457.75	1,377,669.00	2,688,633.00	1,827,669.00	5,135,090.75	
Internal Service Subtotal		8,711,536.49	8,540,725.50	2,688,633.00	9,110,725.50	10,830,169.49	
700	MOTOR VEHICLE	29,528.42	4,000,000.00	-	4,000,000.00	29,528.42	
710	MUNI JUDGE BOND FUND	106,707.34	-	-	-	106,707.34	
720	RETIREE HEALTH INSURANCE TR	9,000,000.00	1,288,970.22	-	1,288,970.22	9,000,000.00	
730	CRIME LAB FUND	75,784.55	87,500.00	-	87,500.00	75,784.55	
750	FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
760	RECREATION TRUST	-	-	-	-	-	
770	LIBRARY TRUST	5,984.15	1,500.00	-	1,500.00	5,984.15	
780	SENIOR CITIZEN TRUST	3,319.94	3,000.00	-	3,000.00	3,319.94	
790	PRAIRIE HAVEN MEM	5,833.22	50.00	-	-	5,883.22	
800	COMMUNITY PARK TRUST	1,560.28	-	-	-	1,560.28	
820	EVIDENCE TRUST FUND	262,627.64	5,000.00	-	-	267,627.64	
830	HOBBS BEAUTIFUL	17,060.33	20,924.56	-	19,924.56	18,060.33	
860	CITY AGENCY TRUST	2,121.56	1,000.00	-	1,500.00	1,621.56	
Trust & Agency Subtotals		9,510,599.31	5,407,944.78	-	5,402,394.78	9,516,149.31	
Grand Total All Funds		142,412,202.39	121,772,407.28	-	177,497,554.94	86,687,054.73	
					310,934.38		

BAR #3 Detail

Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	
1	010100	42601		CITY COMMISSION	PROFESSIONAL SERVICES	1,794,957.00	650,000.00	2,444,957.00	addition of \$650,000 for airline subsidy
1	010100	44901	00318	CITY COMMISSION	SPECIAL PROJECT - DISTRICT 4	300,000.00	(50,000.00)	250,000.00	reduction of special projects budget - reclass of funds to the airline subsidy
1	010100	44901	00314	CITY COMMISSION	SPECIAL PROJECT - MAYOR	300,000.00	(300,000.00)	-	reduction of special projects budget - reclass of funds to the airline subsidy
1	010100	44901	00315	CITY COMMISSION	SPECIAL PROJECT - DISTRICT 1	300,000.00	(300,000.00)	-	reduction of special projects budget - reclass of funds to the airline subsidy
1	010160	41101		MUNICIPAL COURT	SALARIES	244,867.71	358.40	245,226.11	removing a Judicial Assistnt position and adding a Lead Judicial Assistant position in its place
1	010160	41111		MUNICIPAL COURT	FICA	19,459.13	27.42	19,486.55	removing a Judicial Assistnt position and adding a Lead Judicial Assistant position in its place
1	010160	41112		MUNICIPAL COURT	PERA	33,179.57	48.56	33,228.13	removing a Judicial Assistnt position and adding a Lead Judicial Assistant position in its place
1	010207	44901	00257	POLICE SURVEILLANCE	HPD Network	31,679.99	160,000.00	191,679.99	addition of expense for IT Upgrades
1 Total							160,434.38		
67	674067	42242		WORKERS COMPENSA	CLAIMS PAID	213,163.00	150,000.00	363,163.00	increase to expense to being to an amount closer to prior year spending levels. The expense line is currently out of budget.
67 Total							150,000.00		
86	864086	42324		CITY AGENCY FUNDS	MISCELLANEOUS AND EMERGENCY	1,000.00	500.00	1,500.00	increase to expense budget to allow spending of cash in the fund (retirement parties funded by vending machine proceeds)
86 Total							500.00		
Grand Total							310,934.38		

Transfers									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	
11	119999	30814			Transfer to 1	-	160,000.00	160,000.00	transfer of cash to general fund to cover jail expenses in dept 0206
1	019999	30869			Transfer from 11	-	(160,000.00)	(160,000.00)	transfer of cash to general fund to cover jail expenses in dept 0206
Grand Total							-		