

# 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

*July 5, 2022*



**Hobbs City Commission**  
Regular Meeting  
City Hall, City Commission Chamber  
200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico

**Tuesday, July 5, 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. 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 June 21, 2022, addressed to the Deputy City Clerk by email at [mmaldonado@hobbsnm.org](mailto:mmaldonado@hobbsnm.org) or faxed to (575) 397-9334.

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**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](http://www.hobbsnm.org)

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the June 21, 2022, Commission Meeting (*Mollie Maldonado, Deputy City Clerk*)
2. **PROCLAMATIONS AND AWARDS OF MERIT**

None

**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 Deputy City Clerk at [mmaldonado@hobbsnm.org](mailto:mmaldonado@hobbsnm.org) or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, July 5, 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.)*

3. Consideration of Approval of a Professional Services Agreement with Friends of the Hobbs Public Library, Inc. *(Efren Cortez, City Attorney)*
4. Resolution No. 7217 – Approving the Final Plan for the Subdivision of Lot 6, Midway Acres Subdivision, Unit Two Located in Section 23, Tract 17 South, Range 37 East, N.M.P.M. in Lea County, New Mexico *(Kevin Robinson, Development Director)*

**DISCUSSION**

5. Top 10 Projects for the FY 2024-2028 Infrastructure Capital Improvements Plan (ICIP) *(Todd Randall, City Engineer and Kevin Robinson, Development Director)*

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

6. Resolution No. 7218 – Approving a Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association (IUPA Local 701) *(Efren Cortez, City Attorney)*
7. Consideration to Upgrade to a Utility Billing Software *(Deborah Corral, Assistant Finance Director)*
8. Resolution No. 7219 – Authorizing the Opening of a New Special Revenue Fund, Cannabis Regulation Act Fund, in Accordance with State Audit Rule 2.2.2.10 O *(Deborah Corral, Assistant Finance Director)*
9. Resolution No. 7220 – Approving a Development Agreement with Lemke Development Inc., Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Development Director)*

10. PUBLICATION: Proposed Ordinance Consenting to the 7773 Annexation of a Tract of Land Located in Section 16, Township 18 South, Range 38 East (*Kevin Robinson, Planning Department*)
11. PUBLICATION: Proposed Ordinance Consenting to the Torres Annexation of a Tract of Land Located in Section 10, Township 18 South, Range 38 East (*Kevin Robinson, Planning Department*)

## **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

12. Next Meeting Date:
  - City Commission Regular Meetings:
    - ***Monday, July 18, 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: July 5, 2022

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: June 27, 2022  
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

**Summary:**

The following minutes are submitted for approval:

- Regular Commission Meeting of June 21, 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:  
  
\_\_\_\_\_  
*for Department Director*  
  
\_\_\_\_\_  
*City Manager*

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, June 6, 2022, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

### **Call to Order and Roll Call**

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

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

Also present:

Manny Gomez, City Manager  
Valerie Chacon, Deputy City Attorney  
August Fons, Police Chief  
Shane Blevins, Police Captain  
Barry Young, Fire Chief  
Kevin Shearer, Battalion Chief  
Toby Spears, Finance Director  
Deb Corral, Assistant Finance Director  
Bobby Arther, Municipal Judge  
Meghan Mooney, Communications Director  
Shelia Baker, General Services Director  
Doug McDaniel, Recreation Director  
Angela Courter, Senior Affairs Coordinator  
Matt Hughes, Rockwind Community Links Superintendent  
Tim Woomeer, Utilities Director  
Ron Roberts, Information Technology Director  
Christa Belyeu, Assistant Information Technology Director  
Sandy Farrell, Library Director  
Julie Nymeyer, Executive Assistant  
Kristen Salas, Clerk Record Specialist  
Mollie Maldonado, Deputy City Clerk  
16 citizens

### **Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Calderon moved the minutes of the Regular Commission meeting of June 6, 2022, Special Meeting Commission meeting of June 13, 2022, and Work Session of June 13, 2022, be approved as written. 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.

### **Proclamations and Awards of Merit**

City Manager Manny Gomez recognized the following employees for their Milestone Service Awards for the month of June, 2022.

- 5 years – Katerina Gill, Senior Center
- 10 years – Martin Gutierrez, Water Distribution
- 10 years – Jessica Jimenez, Hobbs Police Department
- 15 years – Mark Munro, Hobbs Police Department
- 15 years – Terry Sprouse, General Services Department
- 20 years – Kaylyn Lewis, Utilities Office
- 20 years – Gary Rohloff, General Services Department
- 20 years – Barry Young, Hobbs Fire Department

City Manager Gomez reviewed highlights about each employee. He stated honorees are invited to attend but attendance is not mandatory. City Manager Gomez thanked the Mayor and Commission for the opportunity each month to recognize the City's employees which are the most valuable resource in the organization. He thanked each employee and also the employees' families for their contributions to the City.

### **Public Comments**

Mayor Cobb stated due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at [mmaldonado@hobbsnm.org](mailto:mmaldonado@hobbsnm.org) or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, June 21, 2022.

Mr. Danny Fletcher with Holtec introduced himself and read a report from Holtec. In 2017 Holtec and Eddy and Lea Alliance began the license process. He stated they are near the final decision of the license. The nuclear regulatory committee has informed Holtec will be published by the end of July, 2022. Holtec expects the report to demonstrate that the proposed facility will not hurt the oil and gas nor impact ranching and farming. The final report will be January of 2023. He said the proposed project is a 3 billion dollar capital project with the majority of the money spent here in New Mexico.

### **Consent Agenda**

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

Commissioner Penick moved for approval of the following Consent Agenda items:

#### **Resolution No. 7213 – Authorizing the City Manager’s Litigation Authority for FY 22-23**

There being no discussion, 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 resolution and supporting documentation are attached and made a part of these minutes.

Commissioner Calderon left the meeting at 6:20 p.m. to attend the Hobbs Municipal School Board meeting.

### **Discussion**

There were no discussion presented to the Commission.

### **Action Items**

#### **PUBLIC HEARING: Resolution No. 7214 – Enforcing or Rescinding Resolution No. 7194 as it Applies to Condemned Property Located at 118 North Jefferson**

Mrs. Valerie Chacon, Deputy City Attorney, stated the City Commission adopted Resolution No. 7194 on May 2, 2022, finding the property located at 118 N. Jefferson to be a menace to the public comfort, health and safety and requiring its removal from the municipality. The property owner Nick Maestas, filed a written objection to the condemnation of said property. Pursuant to Hobbs Municipal Code Section 8.24.040 and NMSA 1978, §3-18-5, a condemnation hearing is to be held by the Commission to determine if Resolution No. 7194, as it applies to the specific property, should be enforced or rescinded.

Mrs. Chacon introduced the herself and explained the appeal process. Ms. Mollie Maldonado swore in Mr. Maestas, Ms. Jessica Silva, Code Enforcement Superintendent and Ms. Ava Bennett, Lea County Sheriff’s Civil Paper Server.

Mr. Maestas said that he had a squatter on his property and did not realize this until he was attempting to sell the property. He said he had been to Hobbs numerous times to



attempt to get this man, who had pulled a camper onto his land, off the land. He said it had been at least a year long process. Mr. Maestas stated the Lea County Sheriff's Deputy served the squatter this morning. Mr. Maestas stated he resides in Santa Fe New Mexico.

Mr. Maestas then stated that the trailer/camper has already been moved this morning and the squatter was given two days to remove all the items from the yard. Mr. Maestas stated he would clean up the rest of the land.

Mrs. Chacon displayed photographs of the property taken as well as a citation issued June 2021, and again October 2021. She stated there has been no attempt by the property owner to bring the property into compliance with Code Department.

Ms. Bennett served a writ of execution today and had the camper removed. She said they received the writ on June 6, 2022, but it was incorrect at the time and Mr. Maestas could not come to Hobbs due to his truck not being operable.

Mr. Smith stated if they rescind this condemnation, what Mr. Maestas can tell the Commission to assure them that this matter will not come up again. He thinks everyone in this room would like for this to be cleaned up. Commissioner Smith stated he does not want to be back here to discuss this matter in six months. Mr. Maestas said that he intends to clean this up and sell the land.

Mrs. Chacon showed pictures what the land looked like today. She said Mr. Maestas delayed the process of removing the squatter.

Ms. Silva said that she contacted Mr. Maestas and he told her he was trying to remove the squatter and that he was told by a Judge that he could not remove the squatter's debris or property on his land.

Mr. Gerth asked Mr. Maestas if that was his stuff on the land? Mr. Maestas said no that was the squatter's personal items on his land and he was not allowed by the Magistrate Judge to move the personal items.

Following a lengthy discussion, Mayor Cobb said that his recommendation is to enforce Resolution No. 7194 and provide the property owner 30 days to comply and if he does not comply, then a lien will be issued on the property. Mr. Smith ask Mr. Maestas if he had any issues with getting clean up done in 30 days. Mr. Maestas said no he did not have any issues and can have it cleaned.

Commissioner Gerth moved to enforce Resolution No. 7194 and provide the property owner 30 days to comply and if Mr. Maestas does not comply within 30 days, then a lien will be issued on the property. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion

carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes. Mr. Mills left the meeting at 6:45 pm.

Consideration of Approval of Bid No. 1594-22 to Furnish Air Conditioner Filter Replacement Services for the City of Hobbs and Recommendation to Accept Bid from Gary's Heating & Air Conditioning Services in the Amount of \$76,000.00 (Not Including GRT)

Ms. Shelia Baker, General Services Director, Bids were opened at 2:00 p.m. on Tuesday, May 24, 2022, for the Air Conditioner Filter Replacement Services for the City of Hobbs. The contract consists of purchasing and replacing filters, including a visual inspection, replacement of belts and reporting additional work needed for thirty-four City owned building and facilities. The filters are to be replaced at a quarterly or six-week interval, depending on the location and as specified in the bid.

An advertisement was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms. There were eight companies on the plan holders list. One responsive bid was submitted. Contractor, Gary's Heating & Air Conditioning, total price for the services is in the amount of \$76,000.00.

The FY23 budget amount available for this project and other HVAC needs is \$175,000.00. It is the recommendation of the General Services Department that Bid No. 1594-22 for Air Conditioner Filter Replacement Services be awarded to Gary's Heating and Air Conditioning, as the low bidder, in the amount of \$76,000.00 (not including tax).

Commissioner Penick moved for approval of Bid No. 1594-22 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields 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. 7215 – Approving a Development Agreement with ALJO, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Todd Randall, City Engineer, said ALJO, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single family units and is requesting infrastructure incentives of \$100,000.00

Commissioner Fields moved that Resolution No. 7215 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7216 – Authorizing a Grant Agreement with the New Mexico Department of Transportation in the Amount of \$266,667.00 for Pedestrian Crosswalk Improvements at the Intersections of Marland/Clinton and Bender/Brazos

Mr. Todd Randall, City Engineer, said a pedestrian walkway grant application for Local Government Road Fund was submitted on March 15, 2022. The City received a notice of award on May 26, 2022, and attached is the grant agreement in the amount of \$266,667.00 Project total (\$200,000.00 NMDOT and \$66,667 City Match) for planning, design, construction, reconstruction, drainage improvements, pavement, rehabilitation/improvements, blading, and shaping, conduits, traffic signal improvements, concrete and miscellaneous improvements. The intersection locations for scope of work include Marland Blvd. /Clinton St. and Bender Blvd. /Brazos Ave. Design will be completed for both locations, although funding amounts will only result in the construction of one location. City Staff will contact HMS for possible joint funding of one or both locations.

Commissioner Fields moved that Resolution No. 7216 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Fields yes Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of RFP No. 533-22 for Grit Chamber Support Replacement and Recommendation to Accept Proposal from Rebuild-It Services Group

Mr. Tim Woomer, Utilities Director, the WWRF Grit Chamber experienced a corrosion related failure of the rake arm attachment mechanism supports and main drive unit assembly. The Grit Chamber serves to remove "grit" from the incoming wastewater stream at the WWRF, thereby reducing wear on downstream pumping equipment. RFP 533-22 Materials and Installation Services: Grit Chamber Support Replacement advertised on April 17, 2022, with proposals opened on May 12, 2022. One proposal was received by the bid deadline and the evaluation team has reviewed the proposal based on the criterion listed in the RFP, with Rebuild It Services Group being the sole proposer. He said this is a highly specialized field therefore there are no local agencies bidding on this.

Commissioner Penick moved for approval of RFP No. 533-22 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

**COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

City Manager Gomez said on July 1<sup>st</sup> the city will be hosting the firework display. He said we are still under extremely dry conditions. Gates will open at 7:00 pm and the display at 9:00 pm.

Commissioner Penick wanted to thank Fire Chief Barry Young on his 20 years. He said since he has been here he has seen Fire Chief Young save the city millions of dollars on the grants he receives.

Commissioner Fields said he appreciated the Legal Department handling the condemnations and said we just want property owners to keep their property clean. He said it is not the City's intention to take peoples properties.

Commissioner Smith stated the Energy Conference was today and he said he left there feeling very optimistic about what is going to be happening in our area. He said there is no reason why our City is not in a much better financial position than we are. He said he appreciated the Mayor's leadership on that and he also stands willing to help.

Commissioner Gerth had no comments.

Mayor Cobb said he and Commissioner Smith were at the Energy Conference today and he said Commissioner Smith talked to several companies and there were all very impressed with how our City is maintained. He said the word is out that Hobbs is top of the heap.

**Adjournment**

There being no further business or comments, Commissioner Smith moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:35 p.m.

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SAM D. COBB, Mayor

ATTEST:

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MOLLIE MALDONADO, Deputy City Clerk



# **CONSENT AGENDA**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE FRIENDS OF THE HOBBS PUBLIC LIBRARY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 28, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: The Friends of the Hobbs Public Library ("Friends of the Library") is a non-profit entity working to benefit the Hobbs Public Library in consultation with the Library Director. This Professional Services Agreement allows Friends of the Library to maintain a small office space in the Library. Friends of the Library sells used books from the space, utilizes the space as an office, and its volunteers assist Library personnel under the direction of the Library Director. The Agreement requires Friends of the Library to maintain liability insurance. The City provides all utilities, maintenance and janitorial services. The agreement is for fiscal year 2022-2023 ending June 30, 2023, and the office is subject to space requirements at the Library.

Fiscal Impact:

There is no fiscal impact for this measure.

Reviewed By:

[Signature]
Finance Department

Attachments:

Draft Professional Services Agreement.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

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

FY 2022-2023

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

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

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

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

**1.0 SCOPE OF SERVICES**

1.1 CONTRACTOR will provide the following services:

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

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

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

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

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

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

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

## **2.0 SPACE AGREEMENT**

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

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

## **3.0 TERM AND TERMINATION**

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2022, and ending June 30, 2023. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

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

## **4.0 INSURANCE**

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

## **5.0 MISCELLANEOUS PROVISIONS**

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming



and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: \_\_\_\_\_  
SAM D. COBB, Mayor

By: \_\_\_\_\_  
JAN FLETCHER, City Clerk

By: \_\_\_\_\_  
TOBY SPEARS, Finance Director

By: \_\_\_\_\_  
SANDY FARRELL, Library Dir.

ATTEST:

FRIENDS OF THE LIBRARY

By: \_\_\_\_\_  
Lou Allen, Secretary

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
EFREN A. CORTEZ, City Attorney



# CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

**SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR THE SUBDIVISION OF LOT 6, MID-WAY ACRES SUBDIVISION, UNIT TWO LOCATED IN SECTION 23, T17S, R37E, N.M.P.M. IN LEA COUNTY, NEW MEXICO.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 27, 2022  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** The Final Plan for Subdivision of Lot 6, Mid-Way Acres Subdivision, Unit Two, located within the City of Hobbs ETJ, as submitted by property owner(s). The subdivision is located northeast of the intersection of Macaw Lane and Meadowlark Drive, within the City of Hobbs ETJ. The Subdivision will create 4 Lots with an average lot size of 2.26. The Planning Board considered this item at the June 22, 2022 regular meeting and voted 4-0 to recommend approval.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
Finance Department

Digitally signed by Efen A. Cortez  
DN: cn=Efen A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US  
Date: 2022.06.27 10:26:31 -0600

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs.

**Attachments:** Resolution, Final Plan.

**Legal Review:**

Efen A.  
Approved As To Form: Cortez  
City Attorney

Digitally signed by Efen A. Cortez  
DN: cn=Efen A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US  
Date: 2022.06.27 10:26:31 -0600

**Recommendation:**

Consideration to approve the Resolution approving the Subdivision of Lot 6, Mid-Way Acres Subdivision, Unit Two, located within the City of Hobbs ETJ.

Approved For Submittal By:

\_\_\_\_\_

Department Director

\_\_\_\_\_

City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7217.

**RESOLUTION TO APPROVE THE FINAL PLAN FOR THE SUBDIVISION OF LOT 6, MID-WAY ACRES SUBDIVISION, UNIT TWO LOCATED IN Section 23, T17S, R37E, N.M.P.M. IN LEA COUNTY, NEW MEXICO.**

WHEREAS, the property owner has submitted a Final Plan for the Subdivision of Lot 6, Mid-Way Acres Subdivision, Unit Two, located within the City of Hobbs ETJ; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the June 22, 2022 regular meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval for Subdivision of Lot 6, Mid-Way Acres Subdivision, Unit Two, located within the City of Hobbs ETJ; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 5<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK



# DISCUSSION



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

SUBJECT: Discuss And Prioritize The Top 10 Projects As Recommended By The City Of Hobbs Planning Board For The FY 2024-2028 Infrastructure Capital Improvements Plan (ICIP).

DEPT. OF ORIGIN: Engineering / Planning
DATE SUBMITTED: June 27, 2022
SUBMITTED BY: Todd Randall, City Engineer and Kevin Robinson, Development Director

Summary: The City of Hobbs Planning Board selected their Top 10 ICIP projects from all of last year's remaining projects and additional projects recommended for this year's ICIP. The City Commission is requested to discuss and individually rank the ICIP projects to establish the TOP 5 PROJECTS for inclusion within the Plan.

Last year, the Top 5 Projects were: #1 - Sewer Main Replacement / #2 - Joe Harvey Blvd. Improvements / #3 - Drainage Master Plan & Improvements / #4 - Street Improvements Resurfacing / #5 - Public Safety & Security Improvements

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

Digitally signed by Deborah Corral
DN: cn=Deborah Corral, ou=City of Hobbs, ou=Finance Department, email=dcorral@hobbsnm.org, c=US
Date: 2022.06.27 11:57:58 -0600

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY2024-2028 ICIP should also be included in the FY2024-2028 City budgets respectively.

Attachments: City of Hobbs Planning Board Top 10 Recommendations.

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2022.06.27 16:03:25 -0600

Recommendation:

Staff requests that the Commission discuss this issue and individually rank the Top 10 Projects recommended by City of Hobbs Planning Board.

Approved For Submittal By:

Kevin Robinson
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.



**LAST YEAR  
CITY COMMISSION TOP  
5 PRIORITY LIST**

**CITY OF HOBBS  
2023 - 2027 ICIP Project List  
City Commission Recommendations  
Top 5 Priority List**

- #1 Sewer Main Replacement**
- #2 Joe Harvey Blvd. Improvements**
- #3 Drainage Master Plan & Improvements**
- #4 Street Improvements Resurfacing**
- #5 Public Safety / Security Improvements**





**CITY OF HOBBS  
2024 – 2028 ICIP Project List  
Planning Board Recommendations  
Top 10 List**

- 1 Sewer Main Replacement**
- 2 Drainage Master Plan & Improvements**
- 3 Joe Harvey Blvd. Improvements**
- 4 Street Improvements / Resurfacing**
- 5 West College Lane Realignment**
- 6 Public Facility Roof Reconstruction**
- 7 Fire / Police Training Facility**
- 8 Municipal Facility Security Improvements**
- 9 HPD Body Camera System**
- 10 West Bender Widening Project & Drainage**

**Infrastructure Capital Improvement Plan FY 2024-2028**

**Hobbs  
Project Summary**

<b>NEW RANK</b>	<b>Project Title</b>	<b>Prelim. Budget 2023</b>	<b>Funded to Date</b>	<b>Proposed FY 2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total Project Cost</b>	<b>Amount Not Yet Funded</b>
1	Sewer Main Replacement	6,635,366	23,525,380	1,000,000	500,000	500,000	500,000	500,000	26,525,380	3,000,000
2	Drainage Master Plan & Improvements	350,000	563,147	750,000	0	0	0	0	1,313,147	750,000
3	Joe Harvey Blvd. Improvements	775,000	775,000	750,000	7,500,000	0	0	0	9,025,000	8,250,000
4	Street Improvements / Resurfacing	1,986,879	28,713,755	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	128,713,755	100,000,000
5	West College Lane Realignment	500,000	500,000	1,500,000	400,000	4,000,000	0	0	6,400,000	5,900,000
6	Public Facility Roof Reconstruction	805,000	882,000	1,000,000	500,000	500,000	500,000	500,000	3,882,000	3,000,000
7	Fire / Police Training Facility	0	0	300,000	750,000	750,000	750,000	0	2,550,000	2,550,000
8	Municipal Facility Security Improvements	538,000	589,000	1,000,000	1,000,000	0	0	0	2,589,000	2,000,000
9	HPD Body Camera System	500,000	3,000,000	3,000,000	500,000	500,000	500,000	500,000	8,000,000	5,000,000
10	West Bender Widening Project & Drainage	475,000	526,103	500,000	1,500,000	5,500,000	0	0	8,026,103	7,500,000
11	WWRF - Scada Improvements	5,000,000	5,000,000	500,000	500,000	500,000	500,000	0	7,000,000	2,000,000
12	All Inclusive Playground	0	0	1,500,000	0	0	0	0	1,500,000	1,500,000
13	Public Safety Vehicle and Equipment	1,697,059	7,287,145	750,000	1,750,000	1,750,000	1,750,000	1,750,000	15,037,145	7,750,000
14	Mobile Rd Improvements	0	0	1,500,000	0	0	0	0	1,500,000	1,500,000
15	SR 18 - Dal Paso Improvements	0	0	750,000	3,000,000	0	0	0	3,750,000	3,750,000
16	East Skelly and Midwest Improvements	150,000	150,000	1,000,000	0	0	0	0	1,150,000	1,000,000
18	HPD Mobile Command Post	0	0	1,100,000	0	0	0	0	1,100,000	1,100,000
19	Pickleball Facilities	0	0	2,000,000	0	0	0	0	2,000,000	2,000,000
20	Infrastructure / Utility Extensions	0	1,500,000	750,000	750,000	750,000	750,000	750,000	5,250,000	3,750,000
21	Heavy Rescue / Haz-mat Apparatus	0	0	750,000	0	0	0	0	750,000	750,000
21	Harry McAdams Park Improvements	50,000	50,000	2,500,000	0	0	0	0	2,550,000	2,500,000
22	Ambulance	0	1,271,301	300,000	0	300,000	0	300,000	2,171,301	900,000
23	HPD Improvements	0	0	300,000	2,500,000	0	0	0	2,800,000	2,800,000
24	Water Wells Program	0	624,609	500,000	0	500,000	0	500,000	2,124,609	1,500,000
25	Citywide Fiber Network	1,200,000	1,200,000	1,000,000	0	0	0	0	2,200,000	1,000,000
26	Community Broadband Improvements	0	0	1,500,000	0	0	0	0	1,500,000	1,500,000
27	School Zone Traffic Improvements	0	51,000	250,000	250,000	0	0	0	551,000	500,000
28	SWAT Vehicle	0	0	300,000	0	0	0	0	300,000	300,000
29	Municipal Vehicles and Equipment	1,697,059	7,287,145	500,000	1,500,000	1,500,000	1,500,000	1,500,000	13,787,145	6,500,000
30	RR Crossing Upgrades and New Crossings	250,000	250,000	150,000	0	150,000	0	150,000	700,000	450,000
31	Gateway Corridor Beautification	0	0	350,000	1,500,000	1,500,000	1,500,000	0	4,850,000	4,850,000
32	Comprehensive / Strategic Plan	0	0	150,000	0	0	0	0	150,000	150,000
33	Boone Cemetery Renovation	0	0	250,000	0	0	0	0	250,000	250,000
34	Ground Water Remediation - WWRF	200,000	200,000	1,000,000	1,000,000	300,000	0	0	2,500,000	2,300,000

NEW RANK	Project Title	Prelim. Budget 2023	Funded to Date	Proposed FY 2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded
35	Water Main Replacement	965,538	3,488,910	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	8,488,910	5,000,000
36	HIAP Lift Station	0	0	200,000	0	0	0	0	200,000	200,000
37	Prairie Haven Improvements	0	0	200,000	350,000	350,000	350,000	200,000	1,450,000	1,450,000
38	Water & Sewer Master Plan	300,000	300,000	0	0	0	0	0	300,000	0
39	Rockwind Golf Course Drainage	1,000,000	1,000,000	1,000,000	0	0	0	0	2,000,000	1,000,000
40	Green Meadows - Annexation &	0	0	600,000	500,000	0	0	0	1,100,000	1,100,000
41	AMR - Water Meter Replacement Program	500,000	2,000,000	500,000	500,000	500,000	0	0	3,500,000	1,500,000
42	Heizer Park Renovations	0	1,542,200	500,000	2,000,000	0	0	0	4,042,200	2,500,000
43	Water production - PRV Stations	259,307	324,307	125,000	0	0	0	0	449,307	125,000
44	Projection of Smith Ln	0	0	250,000	0	0	0	0	250,000	250,000
45	Skate/Bike Park	0	0	1,600,000	0	0	0	0	1,600,000	1,600,000
46	Public Facility HVAC Improvements	805,000	882,000	500,000	500,000	500,000	500,000	500,000	3,382,000	2,500,000
47	Water Effluent Improvements	0	0	2,500,000	500,000	500,000	0	0	3,500,000	3,500,000
48	Street Sign / Pavement Marking	34,739	102,453	150,000	150,000	150,000	150,000	150,000	852,453	750,000
49	Manhole Repair Program	483,682	670,000	60,000	60,000	60,000	60,000	60,000	970,000	300,000
50	MAP Roadway Rehabilitation Projects	0	0	600,000	600,000	600,000	175,000	175,000	2,150,000	2,150,000
51	Arterial COOP Project	0	0	175,000	175,000	175,000	175,000	175,000	875,000	875,000
52	ADA Intersection Improvement Project	5,000	5,000	50,000	50,000	50,000	50,000	50,000	255,000	250,000
1	Outdoor Range Phase II	0	423,821	0	450,000	0	0	0	873,821	450,000
2	Retention / Detention Basin Renovations	0	0	0	500,000	500,000	500,000	500,000	2,000,000	2,000,000
3	Northwest Bypass	0	0	0	600,000	500,000	18,400,000	0	19,500,000	19,500,000
4	Projection of Central West	0	0	0	75,000	750,000	0	0	825,000	825,000
5	Traffic Signal Upgrades on SR 18	355,106	1,888,719	0	800,000	250,000	250,000	250,000	3,438,719	1,550,000
6	Green Meadows Park Renovation	0	0	0	2,000,000	0	0	0	2,000,000	2,000,000
7	Artificial Sportfield Turf	0	0	0	4,200,000	0	0	0	4,200,000	4,200,000
8	Traffic Study Update	0	0	0	350,000	0	0	0	350,000	350,000
9	SR 18 - Sewer Trunk Line Extension	0	0	0	3,500,000	0	0	0	3,500,000	3,500,000
10	Rockwind Golf Course - Teaching Facility	0	0	0	800,000	0	0	0	800,000	800,000
11	Varsity Grandstand Improvements	0	0	0	750,000	0	0	0	750,000	750,000
12	Parks and Rec. Master Plan Study	0	0	125,000	0	0	0	0	125,000	125,000
13	Install Equipment Wash Bays - 5	0	0	0	1,200,000	0	0	0	1,200,000	1,200,000
14	Grimes Str Improvements	0	0	0	500,000	2,500,000	2,500,000	2,500,000	8,000,000	8,000,000
1	Wildland Fire Apparatus	0	0	0	0	450,000	0	0	450,000	450,000
2	New Elevated Water storage	0	0	0	0	5,000,000	0	0	5,000,000	5,000,000
3	Water System Improvements (North	0	0	0	0	10,000,000	0	0	10,000,000	10,000,000
4	Apache Dr/Fowler St Utilities Extension	0	0	0	0	75,000	750,000	0	825,000	825,000
5	Del Norte Park Expansion Area	0	0	450,000	4,500,000	0	0	0	4,950,000	4,950,000

NEW RANK	Project Title	Prelim. Budget 2023	Funded to Date	Proposed FY 2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded
1	Millen Projection	0	0	0	0	0	0	3,000,000	3,000,000	3,000,000
2	Fowler Street Extension	0	0	0	0	0	0	2,500,000	2,500,000	2,500,000
3	Bender Median Renovations	0	0	0	0	0	0	750,000	750,000	750,000
4	Turner Improvements	0	0	0	0	500,000	2,500,000	2,500,000	5,500,000	5,500,000
1	Southeast Bypass	0	374,075	0	0	0	0	19,000,000	19,374,075	19,000,000
2	Taylor Ranch Improvements	0	1,200,000	0	0	0	0	20,000,000	21,200,000	20,000,000
3	Bensing South Projection	0	0	0	0	0	0	1,750,000	1,750,000	1,750,000

Number of projects:	Prelim. Budget 2023	Year: 1	Year: 2	Year: 3	Year: 4	Year: 5	Total Project Cost	Total Not Yet Funded:
Grand Totals	27,517,735	60,035,000	72,010,000	63,410,000	55,610,000	81,510,000	430,722,070	332,575,000



# **ACTION ITEMS**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

SUBJECT: A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE HOBBS POLICE OFFICERS ASSOCIATION (IUPA LOCAL 701)

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 28, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: Pursuant to the Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Hobbs Police Officers Association, I.U.P.A. Local 701 ("Union") participated in collective bargaining negotiations on April 8, 2022. The City and Union previously negotiated a collective bargaining agreement ("CBA") between the parties that is set to expire on June 30, 2021. The City and Union have finalized negotiations and approval of the proposed CBA by the City Commission is required for full implementation.

Noted provisions include: 1) The CBA is for three (3) years and shall retroactively begin on July 1, 2022, and end June 30, 2025; 2) The Union will move into a "step plan" for compensation which factors in experience with the Hobbs Police Department for compensation increases; 3) The starting pay for Crime Scene Technicians with the HPD will be \$21.67 an hour; 4) The starting pay for Detention Officers with HPD will be \$21.50 an hour; 5) The starting pay for Detention Supervisors with the HPD will be \$24.19 an hour; 6) the starting pay for certified Police Officers with the HPD will be \$29.00 an hour; 7) The starting pay for Detectives will be \$30.45 an hour; 8) The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases; 9) Other sections amended from the prior CBA are Articles 1, 9, 14, 15, and 28.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

FY23 salary and benefits will increase approximately \$276,982.92 from the FY22 budget for the same positions. FY24 will increase that figure by \$104,453.30 and FY25 will add an additional increase to the budget of \$82,284.26. The overall cost will be impacted year to year by the incentives outlined in Article 6 and the number of officers eligible for the incentives at the beginning of a given fiscal year.

Attachments:

Resolution; Collective Bargaining Agreement

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

The Commission should consider approval of this CBA.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 7218

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING  
AGREEMENT WITH THE HOBBS POLICE OFFICERS  
ASSOCIATION (IUPA LOCAL 701)

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Hobbs Police Officers Association, I.U.P.A. Local 701 ("Union") have entered into and participated in negotiations regarding a new Collective Bargaining Agreement ("CBA"); and

WHEREAS, the Union and the City of Hobbs previously negotiated a CBA that is set to expire on June 30, 2022; and

WHEREAS, the City of Hobbs and the Union negotiated the proposed CBA on April 8, 2022, and the proposed CBA is attached hereto; and

WHEREAS, the proposed CBA will become effective on July 1, 2022, and will expire on June 30, 2025; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Hobbs Police Officers Association, I.U.P.A. Local 701.

PASSED, ADOPTED AND APPROVED this 5<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



AGREEMENT  
BETWEEN  
THE CITY OF HOBBS  
AND  
THE HOBBS POLICE OFFICERS  
ASSOCIATION (I.U.P.A. Local 701)

July 1, 2022 – June 30, 2025

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**PREAMBLE**

This Agreement is entered into by and between the CITY OF HOBBS ("CITY") and the HOBBS POLICE ASSOCIATION ("UNION"). This Agreement has as its purpose the promotion of harmonious relations between the CITY and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences, as well as the establishment of rates of pay, hours of work, and other conditions of employment. It is the goal of the City and Union to provide a high standard for the performance of law enforcement to the citizens of the City of Hobbs.

**ARTICLE 1**            **UNION RECOGNITION**

- A.     The City recognizes the Union as the sole and exclusive collective bargaining representative for the employees employed by the City in the Hobbs Police Department. The bargaining unit will consist of non-probationary crime scene technicians, detention officers, detention supervisors, police officers, and detectives.
- B.     The City extends to the Union representing the bargaining unit of employees the following rights:
  - 1.     To represent the Employees in negotiations, issues regarding wages and working conditions, and in settlement of grievances, and
  - 2.     To exclusive representation status.

**ARTICLE 2**            **UNION AND EMPLOYEE RIGHTS**

Section 2.01: The parties agree that the Union has the right and duty to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising those rights, the following provisions shall apply:

- A.     The Union shall not use the City's or department's e-mail for the dissemination of Union literature or correspondence.
- B.     The City shall make available to the Union, upon its written request, any public information in accordance with applicable law.

Section 2.02: Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

Section 2.03: Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

**ARTICLE 3            UNION MEMBERSHIP**

The City recognizes the right of the Union to charge a membership fee to members of the union. Such membership or dues deduction shall not include any fines or assessments. The City will deduct the membership/dues fee from the employee's paycheck for any employee who has voluntarily completed and signed a membership/dues deduction authorization card. The deduction will begin on the first full pay period following the employee's submittal of the authorization to the City's Finance/Payroll Department. The employee may cease such deductions at any time by providing written notice to the Finance/Payroll Department at least one pay period prior to the date the employee wishes to cease the deductions.

The City will remit the membership/dues amount collected to the Union monthly within ten (10) working days following the end of the month. The City will provide a list of bargaining unit employees remitting membership/dues deductions upon written request of the Union President. The Union, its members, and the bargaining unit employees agree to hold the City harmless and pay for the defense of any claim against the City with regard to the deduction of membership dues.

**ARTICLE 4            MANAGEMENT RIGHTS**

Both parties recognize that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the City and employees are vested solely in the City and not subject to Union action or arbitration. The City shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

The City Manager has and retains all rights to administer the affairs of the Police Department, either personally or through his subordinate, the Police Chief, subject to: applicable state law; charter provisions specifically, but not limited to, the City of Hobbs Charter; ordinances; and resolutions for regulations and policies of the City Commission. Except as limited in this Agreement, management rights shall include, but shall not be limited to:

1.     hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees;
2.     reprimand, suspension, demotion, discharge, or other discipline of employees;
3.     evaluation of employees;
4.     revision, elimination, combination, or establishment of new jobs and job classifications;
5.     establishment, organization, reorganization, close down, expansion, or otherwise change the operation of any city facility, division, or department;
6.     reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service;

7. establishment of size and composition of work forces, shifts, or units, and otherwise determine staffing requirements;
8. determine insurance programs and carriers for all City employees;
9. determine the methods or means by which operations and services are to be delivered, made, or purchased;
10. maintaining the efficiency of City government and take actions as may be necessary to carry out the mission of the City government in emergencies; and
11. manage and exercise judgment on all matters not specifically prohibited by this collective bargaining agreement.

## **ARTICLE 5            HOURS OF WORK**

Section 5.01: Developing the work schedule for employees is a right and responsibility of the City. The goal of scheduling work is to best and most effectively meet the demands of service to the citizens of the City of Hobbs. An employee's normal hours of work may vary. All work schedules are subject to the approval of the Chief and may be changed at the Chief's discretion. Except in case of emergency (as defined in Hobbs Municipal Code Section 2.60.040) officers must be given a minimum of five (5) calendar days' notice when required to work on their day off. Any violation of this provision will be explained in writing by the scheduling supervisor directly to the Chief. Should it become necessary to temporarily move an employee due to staffing limitations from one shift to another, the employee with the highest seniority shall have the option to accept or reject the assignment from one shift to another. If the employee rejects the assignment, then the next most senior employee shall be afforded the opportunity to accept or reject the assignment. The process based on seniority, shall continue until an employee agrees to accept the assignment. Unless other compelling reasons exist, officers shall be afforded temporary shift changes based upon seniority.

Section 5.02: The standard fourteen-day (14) work period shall equal eighty (80) hours for all employees, regardless of their particular work schedule, unless otherwise designated by the City Commission. The standard work period shall begin Sunday at midnight and end on Saturday at 11:59 PM.

## **ARTICLE 6            COMPENSATION AND BENEFITS**

Effective the first full pay period of the 2022-2023 Fiscal Year (July 14, 2022), bargaining unit employees will be entitled to the adjustments to their current rates of pay set forth herein. The parties agree to the adoption of a "Step Plan" to govern compensation for all bargaining unit employees. This agreement, as further outlined herein, shall be for three years. There shall be adopted a seven (7) step plan. There shall be adopted a five percent (5%) increase between steps as detailed in the graphs herein.

Bargaining unit employees will be compensated according to the compensation range listed below for the period of the contract. Bargaining unit employees will be eligible to move steps within the compensation plan only at the time that the step has been achieved according to the bargaining unit members anniversary date. In the event the bargaining unit employee's current salary exceeds the rate set forth in the corresponding step outlined below, the employee shall remain at their current rate and will not experience a reduction to the rate set forth in the corresponding step.

For patrol bargaining unit employees, upon promotion to detective, their years of service as a certified law enforcement officer with the Hobbs Police Department will be considered when placing them in the detective range. For detention bargaining unit members, upon promotion to a detention supervisor position, their years of service to the City of Hobbs detention facility will be considered when placing them into the supervisor range. For outside employees or lateral transfers into the Hobbs Police Department, applicants with one to five years of experience will be placed at step two of the range, and applicants with over five years of experience will be placed at step three of the range. For current bargaining unit employees that have been rehired as of the effective date of this agreement (July 1, 2022), the employee's previous time in service with the Hobbs Police Department will be credited to the employee for purposes of placing the employee within the appropriate step above. This calculation will not apply to lateral hires with previous time in service with the Hobbs Police Department rehired after July 1, 2022 and for the remainder of this agreement. . Bargaining unit employees shall not receive an annual cost of living increase (COLA) or a merit increase, irrespective of whether or not the same is provided for all other City employees for the duration of the contract period. Starting pay for all bargaining unit employees has been adjusted and is listed in the graphs below:

<b>Police Union - Compensation Plan - 2022 to 2025</b>		
<b>Crime Scene Technician</b>		
<b>Step</b>	<b>Occurs at Year (Anniversary)</b>	<b>Hourly Wage</b>
1	Year One/Two	\$21.67
2	Year Three/Four	\$22.75
3	Year Five/Six	\$23.89
4	Year Seven/Eight	\$25.09
5	Year Nine/Ten	\$26.34
6	Year Eleven/Twelve	\$27.66
7	Years Thirteen Plus	\$29.04

<b>Police Union - Compensation Plan - 2022 to 2025</b>		
<b>Detention Officer</b>		
<b>Step</b>	<b>Occurs at Year (Anniversary)</b>	<b>Hourly Wage</b>
0	Base Rate	\$21.50
2	Year One/Two	\$22.58
3	Year Three/Four	\$23.70

4	Year Five/Six	\$24.89
5	Year Seven/Eight	\$26.13
6	Year Nine/Ten	\$27.44
7	Year Eleven Plus	\$28.81

**Police Union - Compensation Plan - 2022 to 2025**

**Detention Supervisor**

Step	Occurs at Year (Anniversary)	Hourly Wage
0	Base Rate	\$24.19
2	Year One/Two	\$25.40
3	Year Three/Four	\$26.67
4	Year Five/Six	\$28.00
5	Year Seven/Eight	\$29.40
6	Year Nine/Ten	\$30.87
7	Year Eleven Plus	\$32.42

**Police Officer - Non-Certified - Hourly Rate**

Min	Mid	Max
\$24.78	\$24.78	\$24.78

**Police Union - Compensation Plan - 2022 to 2025**

**Police Officer - Certified**

Step	Occurs at Year (Anniversary)	Hourly Wage
1	Year One/Two	\$29.00
2	Year Three/Four	\$30.45
3	Year Five/Six	\$31.97
4	Year Seven/Eight	\$33.57
5	Year Nine/Ten	\$35.25
6	Year Eleven/Twelve	\$37.01
7	Years Thirteen Plus	\$38.86

**Police Union - Compensation Plan - 2022 to 2025**

**Police Detective**

Step	Occurs at Year (Anniversary)	Hourly Wage
1	Year One/Two	\$30.45
2	Year Three/Four	\$31.97
3	Year Five/Six	\$33.57
4	Year Seven/Eight	\$35.25

5	Year Nine/Ten	\$37.01
6	Year Eleven/Twelve	\$38.86
7	Years Thirteen Plus	\$40.81

Bargaining unit employees assigned to the classification of detective will receive an on-call Incentive payment on the pay period following their anniversary date in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Bargaining unit employees assigned to the **specialty assignments** set forth below will receive an annual incentive payment in the amount of \$2,000. The Chief of Police, as a managerial right, reserves the sole discretion to assign and/or remove any specialty assignment for any bargaining unit employee at any time. The specialty assignment incentive pay will be as follows:

- Bargaining unit employees assigned to the Honor Guard will receive an **Honor Guard Incentive** payment on the pay period following their anniversary date in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.
- Bargaining unit employees assigned as VMO Techs will receive a **VMO Tech Incentive** payment on the pay period following their anniversary date in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.
- Bargaining unit employees assigned as K9 handlers will receive a **K9 Handler Incentive** payment on the pay period following their anniversary date in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.
- Bargaining unit employees assigned to the SWAT will receive a **SWAT Incentive** payment on the pay period following their anniversary date in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Bargaining unit employees that achieve **specialty certifications** as set forth below will receive an annual incentive payment in the amount of \$2,000. The Chief of Police, as a managerial right, reserves the sole discretion to authorize or approve the on duty training to achieve and/or maintain the certification. The specialty certifications incentive pay will be as follows:

- Bargaining unit employees certified as a Drug Recognition Expert (DRE) will receive a **DRE Incentive** payment on the pay period following their anniversary date of certification in the amount of \$2,000. All money paid under this incentive is taxable income and shall



be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

- Bargaining unit employees certified as a Drone Pilot/Operator will receive a **Drone Incentive** payment on the pay period following their anniversary date of certification in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.
- Bargaining unit employees certified as an IR8000 Key Holder (or later model adopted by the State of New Mexico) will receive an **Intoxilyzer Key Holder Incentive** payment on the pay period following their anniversary date of certification in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.
- Bargaining unit employees certified as a Motors/Crash Reconstruction Expert will receive a **Motors/Crash Reconstruction Expert Incentive** payment on the pay period following their anniversary date of certification in the amount of \$2,000.00. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.
- Bargaining unit employees certified as a Polygrapher will receive a **Polygraph Incentive** payment on the pay period following their anniversary date of certification in the amount of \$2,000. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Both parties agree and recognize that retention of experienced officers serves the best interest of both the Hobbs Police Department and the general public. In an effort to retain experienced officers, bargaining unit employees that achieve at least fourteen (14) years of time in service with the Hobbs Police Department will receive a **Veteran Officer's Incentive** on the pay period following their anniversary date of hire in the amount of \$2,000. This incentive shall be in addition to any "longevity pay" authorized for general employees and bargaining unit employees. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Both parties agree and recognize that certain bargaining unit employees are to be on call at various times. In the event that the employee is called in for duty, on their day off, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. If the employee exceeds two (2) hours of duty, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however, shall not be construed as

double time absent applicable holiday pay contemplated by the Hobbs Municipal Code Section 2.56.810.

Both parties agree and recognize that certain bargaining unit employees will be issued a court subpoena at various times. In the event that the employee is called in for court via subpoena, on their day off, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee spends in court. If the employee exceeds two (2) hours in court, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however shall not be construed as double time absent applicable holiday pay as contemplated by the Hobbs Municipal Code Section 2.56.810.

Bargaining unit employees assigned to the classification of Crime Scene Technician will receive a salary increase of 5% upon achieving certification from the National Forensics Academy. All money paid under this salary increase is taxable income and shall be subject to all appropriate taxation and withholding including but not limited to PERA, state taxes, and federal taxes.

Bargaining unit employees will receive longevity pay in accordance with City of Hobbs Administrative Regulation #18-01, as may be amended from time to time.

## **ARTICLE 7 TRAVEL TIME**

Bargaining unit employees required to travel outside of the City of Hobbs for work related business will be paid in accordance with the Fair Labor Standards Act for any time that crosses the employee's normal work day schedule.

## **ARTICLE 8 OVERTIME**

The City will pay overtime at the rate of time and one half the employee's regular hourly rate of pay for all hours worked over eighty (80) hours in a pay period. When determining overtime, PTO, holiday and/or military leave shall be considered hours worked. PTO hours may only be used to supplement holiday hours up to the normally scheduled work hours. For example, an employee may be paid for 8 hours of holiday leave and supplement with 4 hours of PTO to maintain their scheduled 12-hour shift. No employee may be paid for more than one type of pay code at any one time. For example, an employee may not be paid for 8 hours of holiday leave and supplement with 12 hours of PTO based on a scheduled 12 hours shift.

Overtime is considered a condition of employment and will be assigned to bargaining unit employees by the Chief of Police or designee. Overtime must be approved in writing by the employee's immediate supervisor. An employee who fails or refuses to work overtime will be considered to have provided just cause for disciplinary action, including possible termination.

Union members can bank up to 180 hours of compensatory time, however, the banked compensatory time will not carry over to the new fiscal budget years. The banked compensatory time is subject to adequate notice and scheduling with approval from the Chief of Police, or his designee. If the banked compensatory time is not used by the first pay period in June, all remaining balances will be paid after the first pay period of June prior to the current budget year close. This will assure no liability is accrued at June 30, 2022, and banked hours from one budget year is not paid by a future budget year. 120 hours of "overtime" shall equal the 180 hours compensatory cap.

## **ARTICLE 9      PAID TIME OFF**

All bargaining unit employees shall receive Paid Time Off ("PTO") in accordance with the Hobbs Municipal Code.

Bargaining unit employees shall submit a leave request form to the employee's immediate supervisor with sufficient notice prior to the first date of the requested leave as determined by the supervisor. When an employee is on scheduled PTO, and is called back to duty, the employee shall not be docked the unused PTO hours.

Bargaining unit employees may donate PTO hours to other employees in excess of the amounts contemplated by Administrative Regulation (AR) 12-03 for any approved FMLA event. Bargaining unit employees shall be allowed to donate up to twenty-four (24) hours to another employee that has been approved to receive donations via the process outlined in Administrative Regulation (AR) 12-03, however, the PTO donation shall not be approved if the donation will leave the donating employee with less than an eighty (80) hour PTO balance as a result of the PTO donation. All donated PTO leave that is unused by the recipient in the FMLA period will revert back to the original donor by the order in which they were received.

## **ARTICLE 10      LEAVES**

Section 10:01: Military Leave. Military leave shall be granted in accordance with State and Federal law.

Section 10:02: Family Medical Leave. Family Medical leave shall be granted in accordance with the Family Medical Leave Act.

Section 10:03: Leave Without Pay. A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request shall be directed to the City Manager for approval, subject to the City Manager's discretion.

Section 10:04: Leave for Jury Duty. An employee receiving an order to appear for jury duty will be granted leave to serve as a juror in accordance with City Policy.

Section 10:05: Injury/Disability Leave. An employee who is injured on the job will be provided leave in accordance with the Workers' Compensation Act.

## **ARTICLE 11      NON-DISCRIMINATION**

- A. The parties agree that neither the Union's nor the City's respective policies or activities will discriminate against any employee based upon race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, Union or non-Union affiliation/membership, or any other federal, state or local protected class.
- B. The Union agrees with the City that it will cooperate and support the City's efforts to assure a fair day's work on the part of its Members; that it will combat absenteeism and other practices that will hinder such. The Union further agrees that its Members will abide by the rules of the City and the Union in their efforts to prevent accidents, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and to strengthen good will between the City, the Union, and the Employee.
- C. All references to Employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female genders.
- D. The Union and the City agree not to interfere with the rights of Employees to become Members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or Union or any City representative or Union representative against any eligible Employee because of Union Membership or non-Union Membership.
- E. The Union recognizes its responsibility as the Bargaining Agent for all such Employees employed within the Bargaining Unit, and agrees to represent all such Employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Union agrees that it shall inform its membership of all modifications, amendments, or changes in the provisions of this Agreement in a timely manner.

## **ARTICLE 12      SENIORITY & PROBATION**

### Section 12.01: Probationary Employees.

For newly hired Police Officers, the probationary period shall be 2080 field hours as a police officer. Time spent in the academy for New Mexico Law Enforcement Certification shall not be credited against the 2080 field hours. For newly hired Detention Officers the probationary period shall be 2080 hours. Time spent on unpaid leave of absence shall not be credited for completion of the probationary period.

During the probationary period, the Employee will accrue seniority. The City shall have the right to discharge a probationary Employee with or without cause and that Employee shall not have recourse to the grievance or arbitration procedure.

Section 12.02: Employee Department Seniority Calculation

For issues pertaining to the entire department, seniority shall be established as follows:

- A. Length of service within the department;
- B. When two or more certified Employees are hired on the same date, their seniority shall be established as follows:
  - 1. If the new hire has prior experience as an Employee of a police department, then that Employee shall be entitled to seniority.
  - 2. If all the new hires have prior experience as an Employee of a police department, their seniority shall be determined by length of their prior experience within State of New Mexico, out of state certified police experience.
  - 3. If none of the new hires have any experience as an Employee of a police department or military police experience, then seniority shall be determined by length of service with the City in other departments or if none have prior service with the City, by a flip of a coin

Section 12.03: Effect of Departmental Seniority

- A. Departmental seniority shall be the length of service with the Hobbs Police Department and shall be used for the purpose of promotions, demotions, transfers and vacation rights, and layoffs and recalls within the Hobbs Police Department in accordance with any applicable bidding procedure.
- B. Department seniority shall be terminated:
  - 1. When an Employee is discharged for just cause;
  - 2. When an Employee quits;
  - 3. When an Employee fails to report for work after a layoff, when properly notified in accordance with Article 24;
  - 4. When the recall list has expired.
- C. If, for any reason, an Employee voluntarily terminates employment with the Hobbs Police Department and is later rehired, the seniority of such Employee shall be placed at the bottom of the departmental seniority list.

Section 12.04: Seniority List

When requested in writing, the City shall provide a seniority list to the Union President.

Section 12.05: Police Cars

Police cars shall be issued in a manner deemed appropriate by the Chief or his designee. Take home vehicles will be provided for officers who permanently reside within the 5-mile planning radius of the City. Employees hired after the ratification date of this agreement who reside outside of the 5-mile planning radius of the City will not be provided a take home vehicle. Employees provided a take home vehicle residing outside of the 5-mile planning radius of the City prior to ratification of this agreement will continue to utilize said vehicle as per HPD policy.

Section 12.06: Vacation Seniority

Christmas and Thanksgiving shall be taken by seniority, provided however, an employee who has taken the previous holiday shall not be granted a holiday vacation request if that employee is scheduled to work that holiday.

## **ARTICLE 13            INTERNAL AFFAIRS INVESTIGATIONS**

- A. Internal affairs investigations will be conducted pursuant to the Peace Officers Employer-Employee Relations Act, NMSA Section 29-14-1 et. seq. (1978).
- B. Internal Affairs investigations and reports are the confidential property of the Police Department for internal use only and will not be released from the custody of the department to anyone unless required by subpoena, court order, or operation of the New Mexico Law Enforcement Academy Board. An employee who is the subject of an internal investigation will be allowed access to the entire investigative file for purposes of review. In cases resulting in disciplinary recommendations by the Chief for suspensions, demotions, or terminations, the employee and/or their attorney shall be allowed access to the entire file for the necessary use in preparation for defense of the employee.
- C. It is understood by the parties that any harassment or retaliation by the employee against any person who participated in the investigation shall be considered just cause for termination.

## **ARTICLE 14            DISCIPLINE AND DISCHARGE**

Section 14.01: Disciplinary actions for bargaining unit employees will be based on just cause. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Prior discipline that is of the same kind of action by the bargaining unit employee may be deemed "relevant prior discipline" for purposes of use in subsequent disciplinary actions as an aggravating circumstance. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No employee shall be disciplined for refusing to perform an unlawful act.

Section 14.02: Any department supervisor may take disciplinary action against an employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. A bargaining unit employee shall be progressively disciplined for unsatisfactory work performance or misconduct whenever practical. Each case of inadequate performance or act of misconduct shall be judge individually utilizing the requirements of Section 14.01 herein to determine the degree of discipline. Coaching sessions are not discipline steps for the purpose of progressive discipline but may be used as mitigating or aggravating circumstances for purposes of progressive discipline. Any discipline reduced to writing shall be subject to the grievance process.

Coaching sessions or the documenting of a conversation in writing does not rise to the level of a discipline reduced to writing. Copies of any disciplinary action involving written reprimands, demotions, suspensions, or discharge shall be furnished to the Human Resource Department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Demotions, suspensions, and discharge are grievable through the grievance procedure and arbitration procedure contained in this Agreement.

Any negative entry or adverse action shall be documented in the employee's official personnel file. The employee will be given a copy of the document that reflects any negative or adverse action. The employee may submit a written response to any document submitted to the employee's official personnel file. Such response shall be presented to the Human Resource Director within thirty (30) calendar days after the employee knew or should have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.

Section 14.03: Non-probationary employees subject to this chapter or any administrative or departmental regulations duly promulgated may be disciplined for cause. Cause for disciplinary action includes, but is not limited to, the following:

- (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
- (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
- (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
- (4) Incompetence or inefficiency; failure to perform job duties adequately.
- (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
- (6) Unauthorized absence from work, including tardiness.
- (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
- (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of his duties.
- (9) Use of official position or authority for personal profit or advantage.
- (10) Misuse, theft, or destruction of city property.
- (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.
- (12) Unauthorized or fraudulent manipulation of time records or other city records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, sS28-2-1, et seq.

- (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of his or another employee's work.
- (16) Misuse of sick leave; the claim of sickness under false or misleading pretenses.
- (17) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without prior authorization of the City Manager.
- (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.
- (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (22) Unauthorized possession of a weapon on the job site.
- (23) Fighting and/or disruptive behavior in the workplace.

The foregoing examples are in no way intended to provide an exhaustive listing of reasons for which an employee may be disciplined. The severity of the infraction and the employee's work and disciplinary record will determine the level of disciplinary action taken.

Section 14.04: The City shall discuss proposed or actual disciplinary action with an employee and not in the presence of co-workers, unless representing the City or the employee in a meeting.

Section 14.05: An employee will be afforded the opportunity to present his side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than 72-hour notice. The employee may have a representative of his choice at the meeting as an observer only. An attorney may be allowed as an observer only, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a pre-determination meeting.

Section 14.06: A supervisor or Department Head may immediately remove from the work environment any employee who poses a danger to himself or others; who is alleged to be committing or has allegedly committed a criminal act; or who otherwise is incapable of fulfilling the obligations of the job. In such cases, the employee will be placed on administrative leave with pay.



## **ARTICLE 15      GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall not include holidays or time when the City Administrative Offices are closed.
- D. A written grievance must contain the name of the employee(s) involved, facts upon which it is based, the Section of this agreement allegedly violated or pertaining to, the remedy being sought, and the signature of the grievant and the date signed. Any written grievance not in compliance with this provision shall be returned with a request for a more definitive statement. A request for a more definitive statement shall toll all timelines outlined for filing grievances.
- E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
- F. Grievances submitted on behalf of the Police Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
- H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
- J. Grievances shall be presented as outlined below:

Step One - A bargaining unit employee who believes that he/she may have a grievance or the employee's Union Representative, shall file a written grievance with the employee's immediate supervisor or the level at which the grievance occurred, that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. For Detention Officer, grievances shall be submitted in writing with the Jail Administrator and a meeting scheduled. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee or Union Representative may file a written grievance

at Step Two.

Step Two - Within ten (10) days of the meeting with the supervisor/administrator at step one, the written grievance must be filed with the Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief's response, the employee or Union Representative may file the written grievance at Step Three.

Step Three - Within ten (10) days of the date of the Chief's response, the written grievance must be filed with the City Manager. An employee grieving a termination may request an evidentiary hearing before the City Manager, who will be assisted by the City Attorney. The City Manager will respond to the grievance within ten (10) days of the filing of the grievance. The employee or Union Representative may appeal the City Manager's decision through arbitration by providing written notice to the Human Resource Director within ten (10) work days of the date of the City Manager's decision.

K. The Union shall provide the Chief a list of the union representatives that are authorized to file a grievance on behalf of the union and authorized to represent an employee on a grievance.

## **ARTICLE 16      ARBITRATION**

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 15 Grievance Procedure, must have been exhausted.
  2. The appeal must be received by the Human Resource Director within fifteen (15) work days from the date of the City Manager's decision.
- B. An arbitrator shall be selected in the following manner:
1. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee's portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Human Resource Director within the ten (10) working days of filing the request for arbitration.

2. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the Arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- C. The Arbitrator will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and, following the hearing, shall prepare and submit to the parties, in writing, a report and decision as soon as possible after the conclusion of the hearing. The parties may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established by the FMCS.
  - D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
  - E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this Agreement.
  - F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs. If the arbitrator orders reinstatement and no demotion, then the employee must be returned to the same classification with the same rate of pay conditioned on the employee's eligibility to maintain the classification.
  - G. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside pursuant to the standards/grounds set forth in NMSA § 47-7A-24 as well as the Federal Arbitration Act and case law determined by the 10<sup>th</sup> Circuit and United States Supreme Court.

## **ARTICLE 17            WRITTEN EVALUATIONS AND APPEAL PROCESS**

Section 17.01: Written Evaluations are used to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such a manner. Written Evaluations may, however, be used to support disciplinary actions. Within Written Evaluations, employees will be assessed in relation to the essential job functions of their position for the previous year. Written Evaluations may also be used to identify and establish specific, measurable goals for the employee for the upcoming year. An employee shall be shown

his/her Written Evaluation. If the employee disagrees with the Written Evaluation, the employee shall abide by the following procedure to appeal the evaluation:

- A. Employee shall file, within five (5) calendar days, a written request to appeal the Written Evaluation to the Police Chief. The appeal must take place within five (5) calendar days from the date that the written request to appeal was filed.
- B. If the employee does not feel a satisfactory settlement has been reached after appeal to the Police Chief, the employee may file, within five (5) calendar days, a written request to appeal the Police Chief's appellate decision to the City Manager. The appeal must take place within five (5) calendar days from the date that the written request to appeal the Police Chief's appellate decision was filed.
- C. If the employee does not feel a satisfactory settlement has been reached after appeal to the City Manager, the employee may file, within five (5) calendar days, a written request to have the Board of the Union review the merits of the City Manager's appellate decision and make a determination as to whether or not to allow an appeal of the City Manager's decision to a two (2) party panel. The Board must issue a written decision to the employee, the Police Chief, and the City Manager within five (5) calendar days from the date that the written request for Board review was filed.
- D. If the Board supports appeal of the City Manager's decision to a two (2) party panel, the Board will coordinate with all parties as to time, date, and place for the City Manager's decision to be submitted to the two (2) party panel. The appeal must take place within five (5) calendar days from the date that the written decision by the Board was issued. The two (2) party panel shall consist of: one (1) representative selected by the Union; and one (1) representative selected by the City. In the event that an agreement cannot be reached by the two (2) party panel, a third party shall be selected to make a determination by agreement of Union and City.
- E. The conclusion of the two (2) party panel will be deemed final and unappealable with regard to that Written Evaluation. The final decision, whether it be the Police Chief's, City Manager's, or two (2) party panel's, will be made a part of the Written Evaluation and shall not be subject to the grievance process under Articles 15 and 16 herein.

It is strictly understood that Union shall only be afforded the opportunity to appeal no more than five (5) of the City Manager's appellate decisions annually as they relate to Written Evaluations. Additionally, Union shall be responsible for an accurate accounting of the appeals they submit to the two (2) party panel upon request by City.

If the employee, or Union, fails to meet the time limits imposed, the process will end and the employee will lose any rights that have not already been exercised in regard to the Written Evaluation. At any step in this progression up the chain, the employee may stop the process and prepare a written response to the evaluation. That response will be retained in the employee's personnel file, together with the original Written Evaluation. Nothing contained in this Article

shall be construed so as to provide an employee the right to engage in adversarial proceedings, or have counsel argue on their behalf, during the appeal of any Written Evaluation.

Written Evaluations are to be completed on an annual basis during the anniversary month of the employee's most recent hire date. Other evaluations, incident evaluations, performance improvement plans or like evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement. The Written Evaluation is a formal report that will become a part of the employee's personnel file.

## **ARTICLE 18        STRIKES, SLOWDOWNS, AND LOCKOUTS**

Section 18:01: The parties acknowledge that the Hobbs Labor Management Relations Ordinance makes strikes illegal. The Union agrees that it will not encourage, threaten, support, instigate, or participate in a strike or slowdown. The Union will not authorize, institute, aid, condone, threaten, or engage in a slowdown, work stoppage, "blue flu", or strike.

Section 18:02: The City, for any reason, shall not authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 18:03: In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this section. If the City believes that employees are participating in such activity and it is not sanctioned by the Union, the Union President, or designee, may be relieved from duty, with pay, to take actions in an effort to resolve this issue. Prohibited practice charges regarding strikes, slowdowns, or lockouts may be filed with the City of Hobbs Labor Management Relations Board.

Section 18:04: The parties agree that in the event of a strike or a slowdown the employees who encouraged, supported, instigated, threatened, or participated in the strike or slowdown may be subject to termination of their employment with the City and will be deemed to have provided just cause for termination. The parties agree that a sick-out/blue flu is considered a strike or slowdown.

Section 18:05: The determination as to whether a strike, slowdown, or lockout occurred will be made by the City Labor Management Relations Board whose decision on this matter shall be final, provided however, that any decision of the City Labor Management Relations Board shall be appealable to District Court. A finding that the Union encouraged, threatened, supported, instigated, or participated in a strike or slowdown may result in decertification of the Union for a time period determined by the Board, but no less than one (1) year.

**ARTICLE 19      BULLETIN BOARDS**

The City agrees to allow the posting of Official Union notices and bulletins on the bulletin board in the police department main hallway, next to the training bulletin board. The City further agrees to allow circulation of official Union mail through the use of the interoffice mailboxes in the squad room. Postings and official interoffice union mail shall not be derogatory or inflammatory toward any City of Hobbs employee or elected official. Violations of this Article will result in loss of the access to the bulletin board and the mailboxes. Such distribution of union mail should be done by an off-duty bargaining unit employee.

**ARTICLE 20      PERSONNEL FILES**

An employee may review post-hire information in his own personnel file by scheduling an appointment with the Human Resource Director for review during the Human Resource Office's regular business hours. An employee may also authorize, in writing, another individual to review the employee's file. Employees will receive a copy of all material prior to being placed in the personnel file, except for routine file maintenance material, pre-employment material, and training certificates.

**ARTICLE 21      LEGAL PROTECTION**

- A. Should an Employee be sued in a civil action for any allegations arising out of the scope of duties, the City will defend and indemnify that Employee.
- B. It is understood by the parties that it is against public policy for the City to defend an Employee in a criminal suit once the Employee is indicted for a criminal act.
- C. Any Employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of Police or in his absence, the Deputy Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each Employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.
- D. Any Employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and Employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An Employee named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and Employee.
- E. Any Employee who is or may become a party in any job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the Employee's choice regarding such matter. The Employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant

facts of the litigation. Nothing in this section shall be construed as giving the Employee or his personal attorney any authority to act on behalf of the City or its insurer.

## **ARTICLE 22      INVESTIGATIONS RELATING TO OFFICER INVOLVED SHOOTINGS**

Officers will not be compelled to give an official interview as it relates to an officer involved shooting for a minimum of 48 hours from the time of the shooting. The intent of this section is to allow for ample time to secure representation, sleep, rest and reflection by the officer. The time limit outlined herein is not controlling as to a reasonably necessary statement for initial investigative purposes.

## **ARTICLE 23      FILLING OF VACANCIES**

- A. If the Police Department chooses to promote or transfer a bargaining unit employee from one classification to another classification within the bargaining unit, a notice of the opening shall be posted and communicated via departmental e-mail and electronically via the City's sponsored recruitment site. Any employee who desires to fill the posted position shall apply. An employee of the Department who meets the job qualifications and scores equal to any outside candidate shall be given preference for filling the vacancy.
- B. In the event a qualified employee is on authorized leave of absence during the posting period, the employee may, at the City's discretion, be afforded an opportunity to file a bid for the vacancy upon that employee's return to work, provided the employee filed the bid within three (3) working days after his/her return and provided the position has not been filled.
- C. It is agreed that the City may set or determine the number of employees to be carried in each job classification. It is further agreed that the decision to fill a vacancy is strictly the decision of the City.
- D. Temporary Vacancies and Transfers
  1. Filling vacancies and transfers shall be at the discretion of the Chief of Police. Most temporary vacancies and transfers are related to light duty accommodations on internal investigations.
  2. Employees temporarily assigned or transferred to a lower paid job within their own Department or in a different department shall receive their regular rate of pay.
  3. Employees temporarily assigned or transferred to a higher paid job in their own department or in a different department shall be compensated at the higher rate of pay. This subsection shall not apply to an employee who is assigned to work in another classification due to injury, workers' compensation, or voluntary request.
  4. The City shall provide the necessary training to those employees offered the position who have not previously been trained in the assignment.
- E. In order to provide a better work force and inter-departmental working relationship, the City shall continue to provide and maintain selected employee training for the purpose of

educating those employees to be promoted to a new job classification within the bargaining unit.

## **ARTICLE 24 PERSONNEL REDUCTION**

### **Section 24:01: Lay Off**

- A. The City Manager may, for the good of the service, reduce the work force and lay off employees. The order of lay off shall be determined by seniority within the department.
- B. When possible, Employees to be laid off shall be notified of their pending lay off at least ten (10) days in advance of the layoff. Under no circumstances shall an Employee be laid off without having received at least 48 hours prior notice. The Union shall also be notified at the same time.
- C. Employees on lay off may choose to continue to be carried in the group insurance program with the Employee paying the total premium during such periods of lay off.

### **Section 24:02: Recall**

- A. All regular full-time employees laid off within a division shall be placed on a reemployment list for twelve (12) months and shall be returned to work if a vacancy exists within the division in reverse order of layoff, provided the employee is qualified to perform the job to be filled. Any employee so reemployed shall retain rates of accrual based upon previous seniority. Leave balances which were not paid at time of layoff shall be reinstated.
- B. The City shall notify an employee of the recall by registered mail at his last known address. Employees being recalled shall be allowed a maximum of ten (10) days to report to work after receiving notification. If the recalled Employee is not able to return within the ten (10) days because of legal or medical reasons, the City may consider to extend the time necessary for the return of the Employee, on a case-by-case basis. Failure to report for work within the ten (10) day time limit, or the extension thereof, shall be cause for termination.
- C. No Employee shall be denied recall if he is in substantially the same physical condition he was in at the time of lay off.

## **ARTICLE 25 EQUIPMENT AND UNIFORMS**

### **A. Equipment Sets**

- 1. All new police officer hires will be provided the following equipment: OC and Holder, holster, pistol, ballistic armor, magazine pouches, and three (3) magazines.
- 2. All equipment furnished by the City shall be in a serviceable condition and shall be replaced on an as needed basis. A retention level II holster will be lowest level maintained by the City for distribution to employees.



3. Employees who have lost, damaged, or have had City property stolen in the line of duty, regardless of cost, will not be required to reimburse the City unless intent or negligence is proven to the satisfaction of the Police Chief. Employees who have been determined to have intentionally or been contributorily negligent for the lost, damaged, or stolen property may be subject to appropriate disciplinary action and/or replacement of the property.

B. Ammunition

1. The City shall furnish all qualifying and duty ammunition for all calibers of weapons that each officer is authorized to carry, except for backup weapons and off-duty weapons.
2. The City will furnish ammunition for qualification practice conducted by the Firearms Training Coordinator.

- C. Clothing Allowance and Uniforms. The City will furnish four (4) complete uniform sets to police officers and detention officers and shall reissue all clothing replacements as needed. Police officers and detention officers will receive a boot allowance of up to \$200.00 per year. The boot allowance will be on a reimbursement basis. Police officers and detention officers will only be reimbursed for those boots contained on the Department's approved boot list, which shall be revisited from time to time in consultation with the Union. The Chief of Police shall have final authority regarding the approved boot list. Detectives will continue to receive a clothing allowance of \$500.00 per year.

## **ARTICLE 26            COMPLETE AND ENTIRE AGREEMENT**

This Agreement specifically describes the entire agreement between the City and the Union. There are no other agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are subject to the City of Hobbs Police Department's Standard Operating Procedures and City of Hobbs Rules and Regulations. Should there exist any conflict between the terms of this Agreement and the Standard Operating Procedures or the City's Rules and Regulations, this Agreement shall control. If a court of competent jurisdiction finds a provision of this Agreement invalid, the remainder of the Agreement shall continue in full force and effect.

All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the City of Hobbs and the Union. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner that is in violation with the provisions of this Agreement.

## **ARTICLE 27            COPIES OF THE AGREEMENT**

The City will publish the Agreement on its website. Bargaining unit employees may request a hardcopy of the Agreement from the Union. It is the responsibility of the City to explain the agreement to the supervisory and management staff. It is the responsibility of the Union to explain the agreement to the bargaining unit employees.

**ARTICLE 28      **TERM OF AGREEMENT****

The term of this Agreement shall continue in full force and effect through June 30, 2025.

\_\_\_\_\_  
Kyle Ray, President  
Hobbs Police Association

\_\_\_\_\_  
Sam D. Cobb, Mayor  
City of Hobbs

\_\_\_\_\_  
Manny Gomez, City Manager  
City of Hobbs



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

**SUBJECT:** Upgrade to Utility Billing Software  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** June 14, 2022  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

The Utility Department currently uses SpringBrook as their Utility Billing Software. Due to internal issues related to cut off times with regard to credit cards, reporting from this software has increasing become a problem. Staff would like to move utility billing off their current platform and onto Enterprise ERP Utility Billing (formally Munis Utility Billing). This move would allow a more fluid transfer of information between central accounting and the utility billing office as we would be on the same software. Additionally, it would simplify internal process such as daily journal entries, receivables and AP check exports as we would be working within the same system to accomplish these tasks.

**Fiscal Impact:**

Reviewed By:   
Finance Department

\$125,000 is included in the FY23 carryover budget for this project. The project is currently projected to come in under the budget at \$91,100 for one time licensing, training and implementation costs.

Onetime costs of the upgrade include:

- \$31,000 License Fee
- \$26,600 Implementation and Training
- \$22,700 Data Conversion
- \$3,500 Project Management
- \$4,500 Tyler forms library
- \$2,800 Tyler Notify Implementation

There are also recurring costs associated with this project:

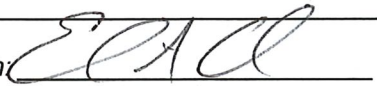
- \$5,580 annual maintenance and support fee
- \$2,500 Tyler Notify IVR Plan (25,000 Minutes)
- \$1,250 Tyler Notify SMS Text Plan (25,000 Messages)

Additional costs are not projected, but could be incurred up to the \$125,000 budget limit to include additional forms or training as needed once the project begins. Training is currently expected to be virtual, however, if we do bring a trainer on sight, we would also be responsible for the travel costs incurred.

**Attachments:**

Quote – City of Hobbs Utility Billing

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:

  
Department Director  
  
City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

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



Quoted By: Jeff Keller  
 Quote Expiration: 08/31/22  
 Quote Name: City of Hobbs-ERP-Utility Billing

**Sales Quotation For:**

City of Hobbs  
 200 E Broadway St  
 Hobbs NM 88240-8425  
 Phone: +1 (575) 397-9238

**Tyler Software and Related Services**

Description	Qty	License	Hours	Module Total	Year One Maintenance
Revenue Management					
Utility Billing CIS including Graphing Agent	1	\$ 31,000	152	\$ 31,000	\$ 5,580
<b>TOTAL</b>		<b>\$ 31,000</b>	<b>152</b>	<b>\$ 31,000</b>	<b>\$ 5,580</b>

**Tyler Annual and Related Services**

Description	QTY	Imp. Hours	Annual Fee
Additional			
Notify	1	0	\$ 10,000
<b>TOTAL:</b>		<b>0</b>	<b>\$ 10,000</b>

**Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Enterprise Forms Library - Utility Billing	1	\$ 4,500	\$ 4,500	\$ 0

Project Management	20	\$ 175	\$ 3,500	\$ 0
Conversions			\$ 22,700	\$ 0
Remote Implementation	152	\$ 175	\$ 26,600	\$ 0
<b>TOTAL</b>			<b>\$ 57,300</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 31,000	\$ 5,580
Total Annual	\$ 0	\$ 10,000
Total Tyler Services	\$ 57,300	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 88,300</b>	<b>\$ 15,580</b>
<b>Contract Total</b>	<b>\$ 103,880</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
<b>Professional Services</b>				
Utility Billing - Services	1	\$ 4,100	\$ 0	\$ 4,100
<b>Utility Billing</b>				
Utility Billing - Balance Forward AR	1	\$ 6,100	\$ 0	\$ 6,100
Utility Billing - Consumption History up to 5 years	1	\$ 3,000	\$ 0	\$ 3,000



## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Utility billing library includes: standard Utility bill, standard assessment, standard UB receipt, standard Lien letter, standard UB delinquent notice, standard door hanger and standard final utility bill.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.



CITY OF HOBBS

ORDINANCE NO. 1123

ORDINANCE AMENDING CHAPTER 3.20 OF THE  
HOBBS MUNICIPAL CODE REGARDING THE  
CITY PROCUREMENT POLICY

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 3.20 of the Hobbs Municipal Code is hereby repealed in its entirety and a new Chapter 3.20 of the Hobbs Municipal Code is hereby enacted to read as follows:

**Chapter 3.20 CITY PROCUREMENT POLICY**

**Article 1. General Provisions**

[3.20.010 Title.]

3.20.020 Objective.

3.20.030 Definitions.

3.20.035 Exemptions.

3.20.036 Approval of Contracts

3.20.040 Purchasing policies.

3.20.050 Public works contracts.

3.20.060 Miscellaneous expenditures.

3.20.070 Fixed asset policy.

3.20.075 Budgeting policy/procedures.

3.20.080 Contract policy/procedures.

3.20.085 Procedures for obtaining a purchase order.

3.20.090 Procedures for obtaining a request for proposal (RFP).

3.20.095 Bid policy/procedures.

3.20.100 Related party expenditures procedures.

3.20.105 Inventory management policy.

[3.20.010 Title.]

[This chapter shall constitute and be referred to as the official "procurement policy" of the City. This chapter shall apply to all purchases of the City.]

**3.20.020 Objective.**

The objective of this policy is to guide City of Hobbs employees in the legal steps required to purchase quality materials and services needed at competitive prices in

"Indefinite quantity contract" means a contract which requires the contractor to furnish an indeterminate quantity of specified services, items of tangible personal property or construction during a prescribed period of time at a definite unit price or at a specified discount from list or catalogue prices.

"Invitation for bids (IFB)" means all documents, including those attached or incorporated by reference, utilized for soliciting sealed bids.

"Lease option" means an operating lease for acquiring tangible equipment and "lease purchase options" means a capital lease for acquiring tangible equipment. The City of Hobbs can enter into either an operating lease or a capital lease in acquiring tangible equipment. Thresholds still apply as to the total value of the leased asset. All lease agreements valued at under ~~sixty thousand dollars (\$60,000.00)~~ **seventy five thousand dollars (\$75,000.00)** must be signed by the City Manager or designee. All lease agreements with tangible equipment valued at over ~~sixty thousand dollars (\$60,000.00)~~ **seventy five (\$75,000.00)** must be processed through bidding, request for proposal, GSA, or cooperative purchasing and be approved by the City Commission.

"Multi-term contract" means a contract having a term longer than one (1) year.

"Public works contracts" means a construction project of the City of Hobbs, to construct, repair, alter or extend an improvement on real property or to improve real property owned, used or leased by the City of Hobbs.

"Purchase order" means the document issued by the central purchasing office which directs a contractor to deliver items of tangible personal property, services or construction pursuant to an existing contract.

"Purchase request" means the document by which a using department or division requests that a contract be obtained for a specified service, construction or item of tangible personal property and may include but is not limited to the technical description of the requested item, delivery schedule, transportation requirements, suggested sources of supply and supporting information.

"Request for proposal (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Task order" means a written contract associated with a multi-award RFP or bid.

"Total cost" means total cost of the materials or services required, defined as all costs associated with the purchase, including shipping and any applicable taxes.

### **3.20.035 Exemptions.**

**Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.**

**Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger of failure.**

Purchases of computer software and ancillary services required to match other software in use is required to be used in the public interest. This includes licensing fees and services to modify or maintain proprietary software.

Purchases of specialty goods, as defined by the Chief Procurement Officer or Finance Director, for resale to the general public at a retail business operated by the City.

Agreements for the services of attorneys and legal assistants.

Contracts and expenditures in connection with court or administrative proceedings, including, but not limited to, experts, mediators, interpreters, translators, court reporters, process servers, witness fees, security services and printing and duplicating of materials for filing

Infrastructure Development Agreements

Railroad Infrastructure Agreements

Agreements for the services of lobbyists

Third party lodgers' tax awards

Social service agencies

Exempt agencies

Fully funded restricted private donations as required by the private donor

Leases, licenses, permits, exchanges, or purchases of real property and all other real property transactions.

Purchases from regulated utilities such as gas, electricity, water, telephone, cable TV, refuse collection services

Purchases of books, periodicals, films, training materials, subscriptions, on-line information services, or advertising from the publishers and distributors or agents.

Purchases of travel by common carrier or by private conveyance and related travel expenditures such as meals and lodging.

Purchase of surety bonds.

Agreements for the services of medical practitioners such as doctors and veterinarians.

Purchase, lease, rental or any other financial management for the acquisition of works of art.

Contracts with professional entertainers and associated expenditures.

The purchase of used items if available for a limited time, such as by auction or public sale, and if determined to be at a cost advantage to the City. A memo shall be written to the Finance Director for approval describing the steps taken to determine that a cost advantage to the City exists.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

**SUBJECT:** Opening a special revenue funds in accordance with State Audit Rule 2.2.2.10 0  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** June 23, 2022  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

A new special revenue funds need to be opened for FY2023:

- Fund 250 – Cannabis Regulation Act Fund

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

**Fiscal Impact:**

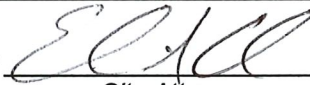
- Budget for this fund will be included in a future BAR in FY23. Per DFA's request, we will set the budget after we receive 3 months of revenue from the Cannabis Excise Tax.

Reviewed By:   
Finance Department

**Attachments:**

- Resolution

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

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

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: \_\_\_\_\_  
File No. \_\_\_\_\_  
Denied

CITY OF HOBBS

RESOLUTION NO. 7219

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to effectuate this resolution authorizing the opening of Fund 250 – Cannabis Regulation Act Fund in accordance with State Audit Rule 2.2.2.10 O.

PASSED, ADOPTED AND APPROVED THIS 5<sup>th</sup> day of July, 2022.

---

SAM D. COBB, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 27, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Lemke Development Inc. has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

Fiscal Impact:

Reviewed By: Finance Department

Preliminary Fiscal Year 2023 Budget is set at \$200,000. The 2022 fiscal year budget will have approximately \$1,239,835 in carryovers. (the unencumbered amount of this carryover is currently \$622,321.00).

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: Efrén A. Cortez, City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson, 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. 7220.

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Lemke Development Inc. concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 5<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk



## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 5<sup>th</sup> day of July 2022 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

\*\* The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

\*\* Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

\*\* Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

**NOW, THEREFORE**, the City of Hobbs and Developer do hereby agree as follows:

#### **A. Work To Be Performed.**

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
  - i. \$5.00 per sq. ft. north of Sanger
  - ii. \$10.00 per sq. ft. south of Sanger
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$5,000.00 per single family unit
  - ii. \$2,500.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
  - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
    - 1. **Water** (\$12.50 / lf):
      - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 2. **Sewer** (\$17.50 / lf):
      - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
    - 3. **Street** (\$45/ lf):
      - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
    - 4. **Sidewalk**:
      - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

**D. Assignment of Agreement.**

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

**F. Governing Law and Provisions.**

1. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

**G. Final Payment and Release of Claims.**

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

**H. Amendments.**

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

\_\_\_\_\_  
By:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

\_\_\_\_\_  
Efren Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

SUBJECT: 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST--FIRST READING OF ORDINANCE TO APPROVE THE 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND AUTHORIZE PUBLICATION OF ORDINANCE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 27, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The 7773 Annexation of a Tract of Land located in Section 16, Township 18 South, Range 38 East contains +/- 8.38 acres and is located southwest of the intersection of Millen and Ja-Rob. The annexation proposal was presented to the Planning Board at the June 27, 2022 meeting. After review the Planning Board recommended approval to the Commission with a 4-0 vote. If the Commission authorizes publication of the attached Ordinance, final review and adoption of the Ordinance would occur in August.

Fiscal Impact:

Reviewed By: Finance Department

Digitally signed by Kelly Spivey, CFE, CPA
DN: cn=Kelly Spivey, CFE, CPA, o=City of Hobbs, ou=Finance Director, email=kspivey@hobbsnm.org, c=US
Date: 2022.06.24 11:47:32 -0500

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments: Annexation Ordinance; Annexation Plat and Petition.

Legal Review:

Approved As To Form: Efrén A. Cortez City Attorney

Digitally signed by Efrén A. Cortez
DN: cn=Efrén A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2022.06.22 10:24:10 -0500

Recommendation:

Staff recommends that the Commission consider approval of the Publication of The 7773 Annexation of a Tract of Land located in Section 16, Township 18 South, Range 38 East.

Approved For Submittal By:

Kevin Robinson
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS  
ORDINANCE NO. \_\_\_\_\_.

**AN ORDINANCE CONSENTING TO THE 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.**

WHEREAS, the owner(s) of the property have petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing +/- 8.38 acres; and

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

WHEREAS, the Planning Board conducted a Public Meeting on June 27, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

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

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

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached as Exhibit A, which is incorporated herein, hereby is annexed into the City of Hobbs.
2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

PETITION FOR ANNEXATION

COMES NOW, 7773, LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of see deed attached to the City of Hobbs, more particularly described as follows:

REFER TO ATTACHED MAP & DEED

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

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

Petitioner: 7773, LLC  
 By: Gay Collins  
 Its: President/Owner

6-15-2022  
 Date



75-1  
2

LEA COUNTY, NM  
KEITH MANES, COUNTY CLERK  
000064819  
Book 2173 Page 836  
1 of 2  
12/09/2020 02:22 PM  
BY MARIA COLLINS

Return to **First American Title Insurance Company**  
File No. **14411-2545144 CS**

### WARRANTY DEED

**Del Norte Heights, Inc., a corporation aka Del Norte Heights, Inc., a New Mexico corporation**, for consideration paid, grant to **7773, LLC, a New Mexico limited liability company** whose address is **2320 N. Kingsley Dr., Hobbs, NM 88240**, the following described real estate in **Lea County, New Mexico**.


**For Surface Title Only:**  
**A tract of land located in Section 16, Township 18 South, Range 38 East, being Tract One (1), of that certain Del Norte Heights, Inc., Summary Land Division Plat filed September 22, 2020, in Book 2, Page 655, Lea County Records, Lea County, New Mexico.**


**Subject to reservations, severances, restrictions, and easements of record and taxes for the year 2021 and subsequent years.**

with warranty covenants.

WITNESS our hands and seal this 8th day of December, 2020.

Del Norte Heights, Inc. , a New Mexico corporation aka Del Norte Heights, Inc., a New Mexico corporation

By:   
Name: Dean Atlee Snyder, III  
Title: Vice President

By:   
Name: Madeline L. Mann  
Title: Secretary/Treasurer

File No.: 14411-2545144 (CS)  
A.P.N.: 40589

Warranty Deed - continued

**Representative Capacity**

State of New Mexico )  
County of Lea )

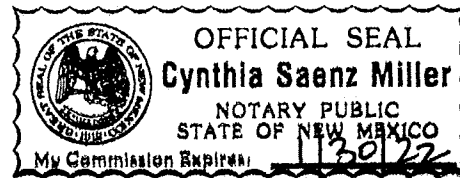
The instrument was acknowledged before me on 8th day of December, 2020, by **Dean Atlee Snyder, III** as **Vice President of Del Norte Heights, Inc.,** a corporation aka **Del Norte Heights, Inc.,** a **New Mexico corporation.**

*[Handwritten Signature]*

My commission expires:

Notary Public

(Seal)



State of New Mexico )  
County of Lea )

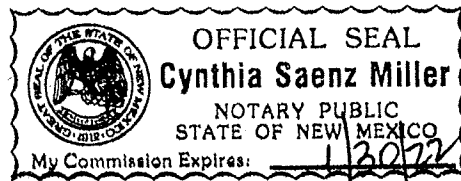
The instrument was acknowledged before me on 8th day of December, 2020 by **Madeline L. Mann** as **Secretary/Treasurer of Del Norte Heights, Inc.,** a corporation aka **Del Norte Heights, Inc.,** a **New Mexico corporation.**

*[Handwritten Signature]*

My commission expires:

Notary Public

(Seal)





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 5, 2022

SUBJECT: TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST--FIRST READING OF ORDINANCE TO APPROVE THE TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND AUTHORIZE PUBLICATION OF ORDINANCE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 27, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Torres Annexation of a Tract of Land located in Section 10, Township 18 South, Range 38 East contains +/- 5.06 acres and is located southeast of the intersection of Alegre Drive and Grimes Street. The annexation proposal was presented to the Planning Board at the June 27, 2022 meeting. After review the Planning Board recommended approval to the Commission with a 4-0 vote. If the Commission authorizes publication of the attached Ordinance, final review and adoption of the Ordinance would occur in August.

Fiscal Impact: Reviewed By: Finance Department

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments: Annexation Ordinance; Annexation Plat and Petition.

Legal Review: Approved As To Form: Efren A. Cortez City Attorney

Recommendation: Staff recommends that the Commission consider approval of the Publication of The Torres Annexation of a Tract of Land located in Section 10, Township 18 South, Range 38 East.

Approved For Submittal By: Kevin Robinson Department Director, City Manager

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

CITY OF HOBBS  
ORDINANCE NO. \_\_\_\_\_.

**AN ORDINANCE CONSENTING TO THE TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.**

WHEREAS, the owner(s) of the property have petitioned the City of Hobbs to annex to the City an area in Section 10, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing +/- 5.06 acres; and

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

WHEREAS, the Planning Board conducted a Public Meeting on June 27, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

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

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

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

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

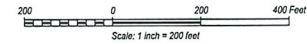
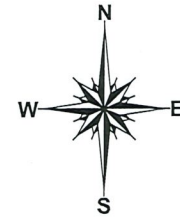
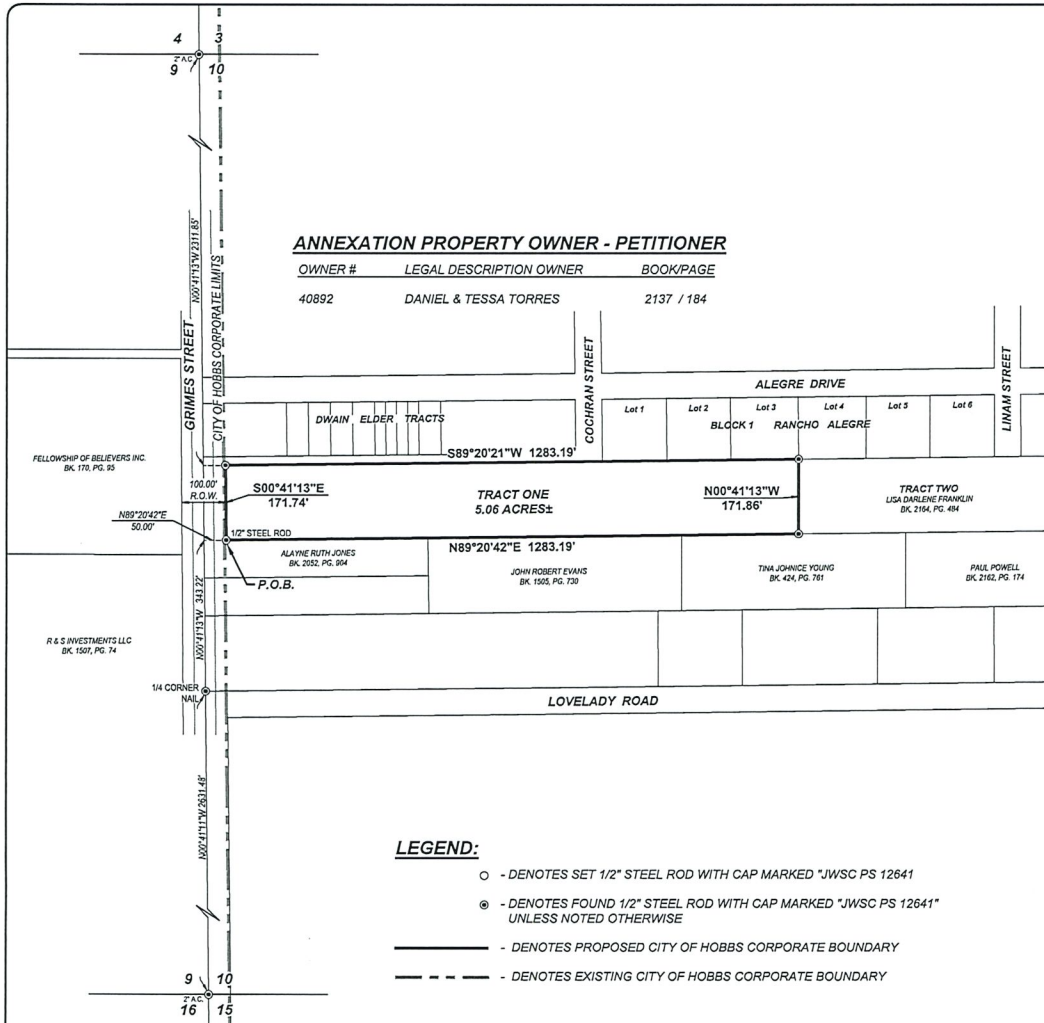
PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

PRELIMINARY - MAY 20, (15), 2022  
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



**TORRES ANNEXATION**  
OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE  
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH,  
RANGE 38 EAST, N.M.P.M.,  
TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO

THE FOREGOING ANNEXATION OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT, WHICH LIES N00°41'13"E ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 343.22 FEET AND N89°20'42"E A DISTANCE OF 50.00 FEET FROM A SPIKE NAIL FOUND FOR THE WEST QUARTER CORNER OF SAID SECTION; THEN N89°20'42"E A DISTANCE OF 1283.19 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THEN N00°41'13"W A DISTANCE OF 171.86 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHEAST CORNER OF THIS TRACT; THEN S89°20'21"W A DISTANCE OF 1283.19 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT; THEN S00°41'13"E A DISTANCE OF 171.74 FEET TO THE POINT OF BEGINNING. CONTAINING 5.06 ACRES MORE OR LESS.

**NOTES:**

- 1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.
- 2) ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.

**SURVEYOR'S CERTIFICATE:**

I, GARY G. EIDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



PROVIDING SURVEYING SERVICES SINCE 1946  
**JOHN WEST SURVEYING COMPANY**  
412 N. DAL PASO HOBBS, N.M. 88240  
(975) 393-3117 www.jwsc.biz  
TBPLS# 10021000

**CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:**

THE PLAT, RESTRICTIONS REVIEWED AND APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III

**ACKNOWLEDGMENT:**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D. BY WILLIAM M. HICKS, III.

NOTARY PUBLIC

**CERTIFICATE OF MUNICIPAL APPROVAL:**

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY ORDINANCE No. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D.

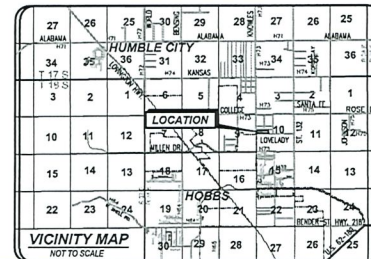
JAN FLETCHER, CITY CLERK

**ACKNOWLEDGMENT:**

STATE OF NEW MEXICO  
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 A.D. BY JAN FLETCHER.

NOTARY PUBLIC



Scale: One Inch = One Hundred Feet  
CAD Drafter & Date: DSS - 05/15/2022  
Checked By:  
JWSC W.O. No.: 22130180  
JWSC File No.: D-1434  
© Drones2Automation/22120180 Terms 52 NWM 510 T18 R30  
© City of Hobbs

STATE OF NEW MEXICO  
COUNTY OF LEA - FILED: