

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

May 2, 2022



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

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

Monday, May 2, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

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 May 2, 2022, addressed to the City Clerk by email at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the April 18, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the April 18, 2022, Commission Work Session (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

3. Proclamation Proclaiming the Month of May, 2022, as *"Motorcycle Awareness Month"*
4. Proclamation Proclaiming May 1 – 7, 2022, as *"Professional Municipal Clerks Week"*

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at ifletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, May 2, 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.)*

5. Resolution No. 7187 – Authorizing a Special Variance to the City's Noise Ordinance for the Cinco de Mayo Fiesta on May 8, 2022, at Hobbs City Park *(Jan Fletcher, City Clerk)*
6. Resolution No. 7188 – Supporting U. S. Energy Independence *(Mayor Sam Cobb)*
7. Resolution No. 7189 – Authorizing the Opening of a New Special Revenue Fund in Accordance with State Audit Rule 2.2.2.10 (O) for the Opioid Abatement Fund *(Toby Spears, Finance Director)*
8. Resolution No. 7190 – Approving the FY 2022 DFA 3rd Quarter Financial Report *(Toby Spears, Finance Director)*
9. Resolution No. 7191 – Approving the FY 2022 DFA 3rd Quarter Financial Report for Lodgers' Tax *(Toby Spears, Finance Director)*
10. Resolution No. 7192 – Authorizing an Application to the New Mexico Department of Transportation for the Transportation Project Fund for Roadway Design for SR13 Dal Paso Street *(Todd Randall, City Engineer)*
11. Resolution No. 7193 – Authorizing an Application to the New Mexico Department of Transportation for the Transportation Project Fund for Roadway Maintenance Along SR208 (West County Rd.), Navajo Rd. and SR 218 (East Bender) *(Todd Randall, City Engineer)*

DISCUSSION

None

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

12. Resolution No. 7194 – Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (118 North Jefferson) (*Jessica Silva, Code Enforcement Superintendent*)
13. Consideration of Approval of RFP 531-22 to Furnish Chlorine Based Disinfection Products and Recommendation to Award the Proposal to DPC Industries, Inc. (*Tim Woomer, Utilities Director*)
14. Resolution No. 7195 – Approving the Final Plan for Liberty Crossing Subdivision, Unit 2, Located Southeast of the Intersection of Glorietta and Jefferson as Submitted by ALJO, LLC. (*Kevin Robinson, Planning Director*)
15. Resolution No. 7196 – Approving a Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association (IUPA Local 701) (*Efren Cortez, City Attorney*)
16. Resolution No. 7197 – Approving a Proposed Collective Bargaining Agreement with the Fraternal Order of Police, Lea County Lodge No. 9 (*Efren Cortez, City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Date:
 - City Commission:
Regular Meeting **Monday, May 16, 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: May 2, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: April 27, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of April 18, 2022
- Commission Work Session of April 18, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, April 18, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Rocio Ocano, Assistant City Attorney
August Fons, Police Chief
Shane Blevins, Police Captain
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Battalion Chief
Toby Spears, Finance Director
Bobby Arther, Municipal Judge
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Manager
Shelia Baker, General Services Director
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Todd Randall, City Engineer
Kevin Robinson, Planning Director
Tim Woomer, Utilities Director
Ron Roberts, Information Technology Director
Sandy Farrell, Library Director
Bob Hamilton, Reference Librarian
Melody Maldonado, Technical Services Librarian
Jessica Silva, Code Enforcement Superintendent
Julie Nymeyer, Administrative Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
22 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular Commission meeting held on April 4, 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

Mayor Cobb proclaimed the month of April, 2022, as "*Autism Awareness Month*". He presented the proclamation to Ms. Christina Angel, Ms. Stacy Townsend and Mr. Matthew Sena of the Autism Society of America.

Mayor Cobb proclaimed the week of April 10-16, 2022, as "*National Animal Protection Officer Appreciation Week*". He presented the proclamation to Police Chief August Fons, Police Captain Shane Blevins and members of the Hobbs Code Enforcement Department.

Mayor Cobb congratulated Police Chief August Fons on his recent appointment to the position of Police Chief.

Mayor Cobb proclaimed the week of April 10-16, 2022, as "*National Public Safety Telecommunicators Week*". He presented the proclamation to Ms. Angela Martinez, Director of the Lea County Communication Authority (LCCA). Ms. Martinez thanked all of the dispatchers for their dedication and hard work. She also thanked the members and partners of the LCCA for recognizing the telecommunicators during this special time.

In the absence of Mr. Manny Gomez, City Manager, Mayor Cobb requested Mr. Nicholas Goulet, Human Resources Director, to recognize the milestone service awards for the month of April, 2022.

Mr. Goulet recognized the following employees for their Milestone Service Awards for the month of April, 2022.

- 5 years – Tabresha Price, Hobbs Police Department
- 10 years – Josie Dominguez, Hobbs Police Department
- 15 years – Guillermo Galvan, General Services Department
- 20 years – Christopher Davis, Hobbs Fire Department
- 20 years – Delma Martinez, Utilities Department

Mr. Goulet reviewed highlights about each employee. He stated honorees are invited to attend but attendance is not mandatory. Mr. Goulet 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. Mr. Goulet 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 jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, April 18, 2022. There were no public comments during the meeting.

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.

Resolution No. 7183 – Authorizing the Mayor to Make Appointments to the Lea County Community Improvement Corporation Board

Mayor Cobb briefly explained the purpose of the Lea County Community Improvement Corporation Board. He stated the current appointees are himself and former Commissioner Pat Taylor. Mayor Cobb stated he wishes to re-appoint himself and also appoint Commissioner Larron Fields to the Board.

There being no further discussion, Commissioner Calderón moved for approval of the Consent Agenda. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Discussion

None

Action Items

APPEAL HEARING: Upholding or Overturning the Decision of the Utilities Board Regarding the Application of Cultura Verde, LLC, to Connect to City Utility Service at 916 Elm Blvd., Hobbs, New Mexico.

Mayor Cobb asked Ms. Valerie Chacon, Deputy City Attorney, to proceed with the Appeal Hearing for Cultura Verde, LLC.

Ms. Chacon introduced herself and stated she would be representing the City of Hobbs in this appeal hearing.

Mr. Eric Aranda was present on behalf of Cultura Verde, LLC. Mr. Aranda introduced Ms. Nicole Fuchs as Cultura Verde's technical writer and consultant who attended the meeting telephonically.

Ms. Chacon clarified that Ms. Fuchs is not a licensed attorney and she cannot provide legal representation to the applicant. Ms. Fuchs acknowledged she is only serving as a consultant in this matter.

In her opening statement, Ms. Chacon provided the City Commission with an overview and synopsis of the application of Cultura Verde, LLC, for connection to City Utility Service at 916 Elm Blvd. in Hobbs. The application was submitted to the Utilities Director on February 1, 2022, with a Cultivation Plan stating the business planned to grow 100 indoor cannabis plants. Mr. Tim Woomeer, Utilities Director, denied the applicant's request on February 7, 2022, due to having not provided renewable energy measures and not having access to a 10-inch water line as required by the Hobbs Municipal Code.

The applicant, Mr. Eric Aranda, submitted a formal appeal to the Utilities Director on February 7, 2022, and included Cultura Verde's renewable energy generation and energy efficiency measures. Additionally, on March 2, 2022, the applicant submitted an updated letter authorized by a New Mexico Engineer.

On March 3, 2022, the Utilities Board held an appeal hearing and voted to uphold the Utilities Director's decision. Mr. Aranda timely filed his appeal of the Utilities Board decision on March 17, 2022, and a hearing has now been scheduled before the Hobbs City Commission on this appeal.

Ms. Chacon stated the Commission's job today is to conduct a review hearing of the evidence presented. If the Commission chooses to allow additional testimony, a vote would be needed accordingly. She stated the parties will present their argument and the Commission must vote on its decision in open meeting and sign a written decision within 10 days.

Ms. Chacon stated the reason for the denial is the lack of a 10" waterline and lack of an adequate cultivation plan.

Mr. Eric Aranda stated he is appealing the decision because the Utilities Board denied the application due to the lack of a 10" waterline but he has a 6" waterline which is sufficient and the energy consumption plan has been updated and is now sufficient.

In response to Commissioner Gerth's specific question regarding micro-grow, Ms. Chacon stated the applicant will need to re-submit a new cultivation plan to grow more than 100 plants.

Ms. Fuchs commented that a new application would also have to be submitted to the State of New Mexico for this change.

In response to Commissioner Mills' question, Mr. Aranda stated the house is no longer being used and will become storage. He stated the owner of the property is his father-in-law. If approved, the applicant will look for a better place. Mayor Cobb stated the application is site specific and would be approved at that specific site address.

In response to Ms. Chacon's question, Mr. Aranda stated there are no plans to remodel.

In response to Commissioner Fields' question, Mr. Aranda stated the original plan was revised.

Following some confusion over the diagram shown on the overhead screen, Ms. Fuchs stated she prepared the diagram and labeled it wrong.

A representative for the applicant, Mr. Robert Aranda, pointed to the overhead screen and identified the areas which would be used in the operation.

In response to Commissioner Mills' question, Mr. Robert Aranda stated there is a 10" waterline connected to his house at 1701 East Main and he owns all of the property.

Ms. Fuchs stated the City has approved other growers with a 6" waterline and the letter from the Engineer states their waterline is adjacent to a 10" waterline which is more than adequate.

Ms. Chacon stated the City has issued one approval to a cannabis producer which is Bryan's Green Care who had a 10" waterline and 8" waterline parallel to one another.

In response to Commissioner Fields' request for clarification, Ms. Chacon stated the applicant is currently tied to a 6" waterline.

Following a brief discussion, Commissioner Smith moved that the Commission allow new testimony in the case. Commissioner Mills 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.

At this time, Ms. Jan Fletcher, City Clerk, swore in the witnesses, Ms. Nichol Fuchs, Mr. Eric Aranda and Mr. Todd Randall, City Engineer.

Mr. Randall testified primarily about the waterline and stated the 6" waterline is South on Elm Blvd. He stated crossing the property is a little unusual but a meter would be needed or an upgrade to a 10" waterline.

Commissioner Fields clarified that the ordinance requires connection to a 10" waterline.

In reply to Commissioner Gerth's question, Mr. Randall stated there is no distinction between a micro-producer and a major producer.

In reply to Commissioner Fields' inquiry, Mr. Randall stated the structure at this address is residential, not commercial.

A lengthy discussion was held regarding the requirements for a business registration at this location, ADA accessibility, sprinkler system, smoke detectors, etc.

In response to Ms. Fuchs' question, Mr. Aranda stated construction would be considered in the future but they wanted to get through this hump first. He clarified no construction is planned.

In response to Commissioner Smith's question, Mr. Randall stated this specific location is connected to a 6" line and the Bryan's Green Care location had the equivalent of a 10" waterline. Mr. Randall added the current situation is unique and provided a map of the waterlines for the Commission to view. In further reply to Commissioner Smith's inquiry, Ms. Chacon stated there has been no variance to the waterline requirement.

In reply to Commissioner Penick, Mr. Randall stated the Engineer has done one other commercial application in Hobbs.

Ms. Chacon requested that the waterline map be marked as Exhibit "1" showing the 6" waterline. The second map would be marked as Exhibit "2" and the Engineer's letter would be marked as Exhibit "3". Ms. Chacon stated the Engineer has not been to the site and was not available to attend the Utilities Board Hearing. Further, had the Engineer visited the site, Ms. Chacon stated the Engineer would have noticed an area designated for storing, curing and drying the cannabis product. She stated the need for a fire suppression system was not accounted for in the Engineer's letter nor was the 6" waterline capability addressed by the Engineer.

Mayor Cobb stated the purpose of the hearing is to address the 100-plant grow request and not having a hearing on the property.

Ms. Chacon clarified that in order to allow the variance, the adequacy of the cultivation plan must address the Building Code and facility requirements which it fails to provide.

Ms. Fuchs stated there has been a misunderstanding over the diagram. She stated the mobile home is not being used for cannabis production. All cannabis activities will take place in the other structure, not the mobile home which is empty and not being used.

In response to Commissioner Penick's question, Ms. Fuchs stated the drying and curing would take place in the same building with the plant grow. In further response to Commissioner Penick, Ms. Fuchs stated the cultivation plan assumed all activities would take place at 916 Elm Blvd.

In response to Ms. Chacon's question, Ms. Fuchs stated there has been a discussion about removal of the mobile home since it is empty; however, she deferred to Mr. Eric Aranda for comment on this question.

In further reply to Ms. Chacon, Ms. Fuchs stated the mobile home may only be used for personal storage but not for cannabis. In response to a question about the map, Ms. Fuchs stated it was an error on her part as she mislabeled the map. Ms. Fuchs stated in her conversation with Mr. Eric Aranda, he stated it was empty, would not be used for cannabis and it was his intent to move it.

In response to Ms. Chacon, Ms. Fuchs stated the diagram was initially submitted to Mr. Woomer with the cultivation plan but it was never mentioned as insufficient until it just recently came up. She again stated it was her mistake in writing the words "storage, curing, drying" on the map.

Ms. Fuchs stated Mr. Aranda is only asking for a variance on the waterline for growing 100 plants, not about getting a business registration. He stated no employees will be at the location and there will be no traffic but he cannot take the next step without approval of the waterline application. The current facility will accommodate 100 plants without any changes.

Ms. Chacon stated on the previous approval for Bryan's Green Care, the cultivation plan was adequate but the question was the 10" waterline. Tonight, the applicant is here because of both issues. Ms. Fuchs stated the denial letter indicated the cultivation plan was sufficient.

Ms. Chacon stated unfortunately the order contained an error and was incorrect. Ms. Fuchs requested to know how the applicant would have been made aware it was incorrect. Ms. Chacon stated the City is not required to give notice as Ms. Fuchs is not an attorney. She stated the applicant was present and heard the ruling at the hearing.

Mayor Cobb stated the applicant must meet both tests.

Ms. Chacon stated there are too many variables in the current case.

In response to Commissioner Mills' question, Ms. Chacon stated the applicant would need a new cultivation plan which they can re-submit and start over.

Mr. Eric Aranda, in his closing remarks, stated 100 plants only uses a minimal amount of water but restaurants use a lot more water than what he plans to use.

Commissioner Fields stated the City must be fair with everyone and, after hearing from the parties and reading the meeting material, the requirements to the ordinance have not been met.

Mayor Cobb stated there is an inherent danger to the neighborhood with the cultivation issue, processing, etc.

Ms. Chacon, in her closing remarks, stated the City is here tonight regarding the 10" waterline and adequacy of the cultivation plan. She stated there are too many variables and the applicant did not meet the burden of proof tonight. Ms. Chacon stated the Engineer did not go to the site location and evaluate the full picture. With regard to the cultivation plan and report, there is no mention of addressing the mobile home. Ms. Chacon stated the Engineer should have addressed the diagram inadequacy and cultivation plan. She requested that the City Commission uphold the Utilities Board's decision.

In response to Mayor Cobb, Ms. Chacon stated the City Commission's determination is final. She stated the applicant can re-apply to the City with the necessary corrections.

Commissioner Smith moved to uphold the Utilities Board decision but requested to make a comment. Commissioner Fields seconded the motion.

Commissioner Smith commented to Mr. Eric Aranda that he has been very professional in this process but it is important for the City to treat all businesses the same and fairly. He stated while the cultivation plan has gaps and needs correction, Commissioner Smith stated he feels the business can make some updates to meet the requirements of the ordinance.

Commissioner Fields agreed and stated the business must meet the requirements of the ordinance.

Commissioner Mills stated the business is very close but there are too many unknown factors right now, not just the waterline, that need to be fixed and the applicant can re-apply.

Commissioner Gerth stated he is okay on the water but the cultivation plan needs work, and he encouraged the business to come back once everything is updated.

Mayor Cobb clarified that a "yes" vote will be to uphold the Utilities Board decision and a "no" vote will be to deny.

Ms. Fuchs thanked the Commission for their feedback and positive comments. She stated the opportunity to tweak the cultivation plan is appreciated and the business hopes to be back soon. She stated she took good notes and again thanked the Commission.

Commissioner Penick encouraged the business to look into a 10" water tap.

Mayor Cobb stated the importance of the fire suppression system is very serious.

There being no further discussion, the vote was recorded as follows to uphold the Utilities Board decision: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Ms. Chacon issued a correction and stated the decision of the City Commission may be appealed to District Court but the administrative hearing ends here.

PUBLIC HEARING: Resolution No. 7184 - Concerning the Issuance of a Restaurant Liquor License to Dragon China Buffet ABC, Inc., d/b/a Buffertime, Located at 1801 North Turner Street, Hobbs, New Mexico

Mr. Efren Cortez, City Attorney, was appointed as the Hearing Officer. Mr. Weizhou Lin was present on behalf of the applicant, Dragon China Buffet ABC, Inc., d/b/a Buffertime.

In response to Mr. Cortez' inquiry, no members of the audience requested to speak in support of the application or against the issuance of a restaurant liquor license.

Ms. Jan Fletcher, City Clerk, administered the oath to Mr. Lin who presented testimony in the hearing regarding the issuance of a restaurant liquor license to the Buffertime Restaurant located at 1801 North Turner, Hobbs, New Mexico.

Mr. Cortez stated the State of New Mexico Alcoholic Beverage Control has granted preliminary approval to the application for the issuance of a restaurant liquor license, type "A", and a public hearing has to be held within 45 days of receipt of the application on whether or not the issuance of the proposed restaurant liquor license should be granted. He stated notice of the public hearing was published twice in the Hobbs News Sun on March 16, 2022, and March 30, 2022. Mr. Cortez stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be

detrimental to the public health, safety or morals of the residents of the local option district. Mr. Cortez further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or locations and a copy of the record must be submitted to the Alcoholic Beverage Control. Mr. Lin testified that all the above statements made by Mr. Cortez are true and correct to his knowledge.

Mr. Cortez briefly explained that a Restaurant License "A" is for the sale of beer and wine and a Restaurant License "B" includes the sale of spirits.

There being no discussion or public comment, Commissioner Penick moved that Resolution No. 7184 be approved for the issuance of a restaurant liquor license to Dragon China Buffet ABC, Inc., d/b/a Buffetttime, located at 1801 North Turner Street, Hobbs, New Mexico, as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderon yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Consideration of Approval of the New Mexico Opioid Allocation Agreement for the Distribution of Settlement Proceeds from Settlements with Johnson & Johnson, McKesson Corporation, AmerisourceBergen Corporation and Cardinal Health, Inc.

Mr. Cortez explained the agreement and stated he City of Hobbs held civil claims against Jenssen (i.e. Johnson & Johnson), McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. for their role in the distribution of opioids into Hobbs which substantially contributed to the ongoing opioid epidemic that has negatively impacted the community and resulted in numerous lives lost. On December 16, 2021, the City of Hobbs opted into the settlement group against the four entities in order that its claims would be resolved in exchange for the City's share of a \$195,547,175.00 settlement between the four entities and the State of New Mexico. As a result, the City of Hobbs has agreed to participate in the distribution of settlement proceeds wherein the State of New Mexico takes 45% of the settlement amount and the 54 involved local governments divide the remaining 55% (\$107,550,946.25). Under the terms of the allocation agreement:

- The Lea County Region, including the City of Hobbs, receives 2.0400522723% of the settlement;
- The division is based on: (1) number of opioid pills shipped (measured MMEs); (2) rates of opioid use disorder; and (3) number opioid overdose deaths, all averaged out over 9+ years;
- The City of Hobbs estimated recovery, after administrative fees and attorneys' fees, is approximately \$489,000 .00;

- The Johnson & Johnson payment will be issued in June 2022 while the remaining three entities will pay out their portion of the settlement over the next 18 years;
- The City of Hobbs' claims against Johnson & Johnson, McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. will be dismissed.

Following a brief discussion, Commissioner Fields moved to approve the settlement agreement as presented. 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. A copy of the agreement is attached and made a part of these minutes.

Resolution No. 7185 – Authorizing an Allocation of Lodgers' Tax Funds for Cinco de Mayo 2022

Mr. Toby Spears, Finance Director, stated the Lodgers' Tax Board failed to meet quorum on April 13, 2022, to review the Annual Requests for FY 22-23. Due to a timing issue, the request from Cinco de Mayo for an event scheduled on May 8, 2022, is being presented to the Commission for consideration tonight in the amount of \$18,800.00. Mr. Spears quickly reviewed the cash balances for the Lodgers' Tax Fund as of March 31, 2022.

Mr. Hermilo Ojeda of the Cinco de Mayo Fiesta Committee explained the details of the event and funding request. He stated the 51st Annual Cinco de Mayo Event will be held at the Hobbs City Park on Sunday, May 8, 2022.

In response to Commissioner Fields' question, Mr. Ojeda stated the church near the area has never complained about noise from the Cinco de Mayo Event. Commissioner Penick commented he attends Choose Life Church and its church service typically ends by 12:00 noon on Sunday. Commissioner Fields encouraged Mr. Ojeda to have a conversation with the church about the event, and he thanked Mr. Ojeda for doing a great job in the community.

There being no further discussion, Commissioner Calderón moved to approve Resolution No. 7185 as presented for funding in the amount of \$18,800.00 to Cinco de Mayo. Commissioner Gerth 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.

Resolution No. 7186 – Approving a Development Agreement with Property Management Plus, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Kevin Robinson, Development Director, stated Property Management Plus, LLC, has requested a development agreement concerning the development of market rate single-family housing units located within the municipal boundaries and is requesting infrastructure incentives of \$78,000.00.

Following some brief discussion about the proposed development areas, Commissioner Penick moved that Resolution No. 7186 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular City Commission meeting will be held on Monday, May 2, 2022, at 6:00 p.m.

At the request of the Mayor, Ms. Meghan Mooney reported on the following activities:

- The Gus Macker Tournament will host 164 teams this weekend in Downtown Hobbs.
- The Easter Egg Dive Event at the CORE was enjoyed by 170 participants.
- Approximately 400 attendees enjoyed the Easter Egg Hunt at the MLK Soccerplex.
- 80 teams were at a Slo Pitch Softball Tournament at the Sports Complex.
- The Veterans Memorial Dedication Ceremony will be held on Monday, May 30, 2022.
- The Hobbs Animal Adoption Center and Hobbs Fire Department are selling calendars with the profits being donated to the family of Fire Battalion Chief Chris Davis whose son was injured in an accident.
- The Swing Fore Nine Golf Tournament raised approximately \$80,000 - \$85,000 for the families of the University of the Southwest Golf Team members who were injured and those who lost their lives in a recent vehicle crash.

Commissioner Gerth stated the Golf Tournament was an absolutely fantastic event which was enjoyed by so many people for such a worthwhile cause.

Commissioner Mills stated a trash cleanup will be held on Saturday, April 23, 2022, in District 2. A large rolloff trash dumpster will be provided on Bender Blvd. at the entrance of the Homestead Apartments so that citizens can clean their properties and get rid of large items without having to haul them to the convenience center or landfill.

Commissioner Penick stated the planning is underway for the Veterans Memorial Park Ceremony which will be held on Memorial Day, Monday, May 30, 2022.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth 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. The meeting adjourned at 8:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, April 18, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

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

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

Also present was Ms. Valerie Chacon, Deputy City Attorney, Ms. Rocio Ocaco, Assistant City Attorney, and Ms. Jan Fletcher, City Clerk. Other staff members and 15 citizens were also present.

Mayor Cobb stated the sole purpose of today's work session is for the Commission to study and review all documents and the transcript of proceedings of the Utilities Board hearing held on March 3, 2022, regarding the application of Cultura Verde, LLC, to connect to City Utility Service at 916 Elm Blvd. He stated there will not be any comments or discussion by the Commission or members of the audience.

Mayor Cobb requested the playback to begin of the audio recording of the Utilities Board hearing.

Following conclusion of the audio playback and listening session, Mayor Cobb adjourned the work session at 5:35 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, motorcycles are used as a regular means of transportation for commuting, touring and recreation in and around Hobbs, New Mexico; and

WHEREAS, the Hobbs roadways make motorcycling a very popular area for riders from around the country; and

WHEREAS, the safe operation of a motorcycle requires the use of acquired skills developed through a combination of training and experience, the use of good judgement, and thorough knowledge of traffic laws and licensing requirements; and

WHEREAS, it is imperative that the residents of Hobbs be aware, show consideration and share the road with motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

WHEREAS, the National Highway Traffic Safety Administration has declared May as "Motorcycle Awareness Month"; it is the desire of this City Commission to join NHTSA in raising awareness of the growing number of motorcyclists on Hobbs' roadways in order to help prevent accidents and most importantly, save lives.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the month of May, 2022 to be

"MOTORCYCLE AWARENESS MONTH"

and urge our citizens to be observant, courteous and knowledgeable about motorcycle usage in our community.

IN WITNESS, WHEREOF, I have hereunto set my hand this 2nd day of May, 2022, and cause the seal of the City of Hobbs to be affixed hereto.

Sam D. Cobb, Mayor

ATTEST:


Jan Fletcher, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

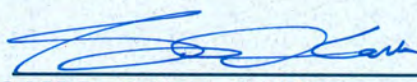
Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 1st through May 7th, 2022 as

"PROFESSIONAL MUNICIPAL CLERKS WEEK"

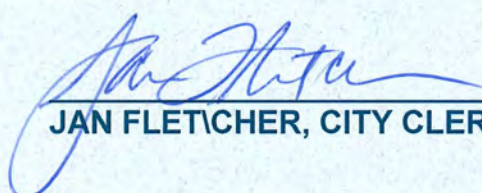
And further extend appreciation to our Professional Municipal Clerks, City Clerk Jan Fletcher and Deputy City Clerk Mollie Maldonado and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the staff at the City of Hobbs.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of May, 2022, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 2022

SUBJECT: Resolution Authorizing a Special Variance to the City's Noise Ordinance for the Cinco De Mayo Fiesta on May 8, 2022, at Hobbs City Park

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: April 25, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Section 8.20.050 of the Hobbs Municipal Code authorizes the City Commission to grant special variances to the City's noise ordinance. Cinco de Mayo is requesting a noise variance for organized activities and concerts during the Cinco de Mayo Fiesta at Hobbs City Park on May 8, 2022, from 11:00 a.m. until 8:00 p.m. Notice of the variance request has been published in the Hobbs News-Sun as required by the Hobbs Municipal Code.

Fiscal Impact:

No fiscal impact.

Reviewed By:

[Signature]
Finance Department

Attachments:

Request from Cinco De Mayo; Affidavit of Publication; and Resolution

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Motion to approve or disapprove the noise variance resolution.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7187

A RESOLUTION AUTHORIZING THE MAYOR TO
GRANT A SPECIAL VARIANCE TO THE NOISE
ORDINANCE PURSUANT TO SECTION 8.20.050 OF
THE HOBBS MUNICIPAL CODE FOR THE
CINCO DE MAYO FIESTA ON MAY 8, 2022, AT HOBBS CITY PARK

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to grant a special variance to the noise ordinance of the Hobbs Municipal Code for organized activities and live music for the Cinco De Mayo Fiesta on Sunday, May 8, 2022, at Hobbs City Park from 11:00 a.m. until 8:00 p.m. for the reason that benefit to the community of the activities creating the offending noise are greater than the adverse effect of the noise created.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

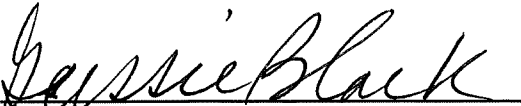
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
April 13, 2022
and ending with the issue dated
April 13, 2022.



Publisher

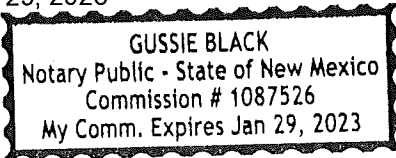
Sworn and subscribed to before me this
13th day of April 2022.



Business Manager

My commission expires
January 29, 2023

(Seal)



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

LEGAL NOTICE April 13, 2022

NOTICE IS HEREBY GIVEN that on the 2nd day of May, 2022, at its regular meeting at 6:00 p.m., in the City Commission Chambers at City Hall, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico, the governing body of the City of Hobbs will consider a noise variance requested by the Cinco de Mayo Fiesta Committee for the Cinco de Mayo Fiesta to be held on Sunday, May 8, 2022, at Hobbs City Park from 11:00 a.m. until 8:00 p.m. The proposed resolution reads as follows:

A RESOLUTION AUTHORIZING THE MAYOR TO GRANT A SPECIAL VARIANCE TO THE NOISE ORDINANCE PURSUANT TO SECTION 8.20.050 OF THE HOBBS MUNICIPAL CODE FOR THE CINCO DE MAYO FIESTA ON MAY 8, 2022, AT HOBBS CITY PARK

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to grant a special variance to the noise ordinance of the Hobbs Municipal Code for organized activities and live music for the Cinco De Mayo Fiesta on Sunday, May 8, 2022, at Hobbs City Park from 11:00 a.m. until 8:00 p.m. for the reason that benefit to the community of the activities creating the offending noise are greater than the adverse effect of the noise created.

A copy of the proposed resolution is available to interested persons during regular business hours in the office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico, and available online at www.hobbsnm.org.

/s/ Jan Fletcher
JAN FLETCHER, City Clerk

#37537

67108146

00265763

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



PHONE (575) 391-9650
P.O. BOX 457
HOBBS, NM. 88241
EMAIL: klmaradio@leaco.net

RECEIVED

APR 08 2022

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

April 4, 2022

Cinco de Mayo Fiesta Committee is requesting a noise variance for Cinco de Mayo Fiesta to be held at Hobbs City Park on Sunday May the 8th 2022 from 11 AM till 8 PM.

This is our 51st annual festival the includes Live Music, Folklore dances, Food, Arts and Crafts and much more.

This event is attended by anywhere from 5000 to 10 000 people throughout the day

If you Have any question please do not Hesitate to call me at. 575-318-4273.

Sincerely.

Hermilo Ojeda

Cinco de Mayo Fiesta coordinator

The Voice of the Hispanic Community



Application for a Noise Variance

Hobbs Municipal Code - Section 8.20.050

Applicant Information - Please Print

Applicant Name: Hermilo Djeda Date: 4-8-22

Applicant Signature: _____

Address: P.O. Box 457 Hobbs, NM 88240

Contact Phone Number: 575-318-4273

Event Information

Event Description: Cinco de Mayo Fiesta

Location of Event: Hobbs City Park Event Date: 5-8-22

Beginning/Ending Time of Event: 11:00am to 8:00pm

Type of Noise: Live Music

Will Alcohol Be Served/Provided Yes No

Will Security Be Provided: Yes No

Close to Residences: Yes No

Additional Notes

Approval - Official Use Only

Hobbs Police Department: _____ Date: _____

City Manager: _____ Date: _____

Submit Completed Application to:

City Manager's Office
200 East Broadway
Hobbs, NM 88240

Date Received
RECEIVED
APR 08 2022
OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 2022

SUBJECT: A RESOLUTION SUPPORTING U.S. ENERGY INDEPENDENCE

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: April 26, 2022
SUBMITTED BY: Sam D. Cobb, Mayor

Summary: The City of Hobbs seeks to support the continued and increased exploration and production of energy resources in New Mexico and throughout the United States. The City of Hobbs further opposes any leasing freeze by the federal government and urges the New Mexico Legislature, the United States Congress, and the President of the United States to support the increased exploration and production of the Nation's energy resources to ensure affordable energy options, job growth, tax revenues, and improved energy security for citizens.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There is no fiscal impact for this resolution.

Attachments:
Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution as presented.

Approved For Submittal By:

Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7188

A RESOLUTION SUPPORTING U.S. ENERGY INDEPENDENCE

WHEREAS, the United States has lost its energy independence to the detriment of its citizens, especially hurting the buying power of middle-class families and our most vulnerable citizens; and

WHEREAS, the policies of the United States government regarding oil, natural gas, and coal exploration and production has forced our nation to purchase crude oil from other nations, including Communist Russia; and

WHEREAS, even though the United States has cut off crude oil purchases from Russia, our nation is pursuing purchasing from nations that are unfriendly towards us, including Iran and Venezuela; and

WHEREAS, the United States has large reserves of oil, natural gas, and coal for use in energy production, and this abundance has provided security that has historically led to reliable and affordable energy for American consumers and our allies; and

WHEREAS, the world is looking to the United States for energy leadership and stability as current geopolitical events pose potential economic hardships in the United States, across Europe, and the world; and

WHEREAS, the United States has the ability and capacity to once again be a net exporter of energy resources, supplying our allies in Europe with the cleanest energy in the world; and

WHEREAS, the purpose of this resolution is to promote American energy independence and lower the price of energy for all American consumers.

THEREFORE, BE IT RESOLVED, that we, the members of the City of Hobbs City Commission, support continued and increased exploration and production of energy resources in New Mexico and throughout the US, including the Gulf of Mexico; and

BE IT FURTHER RESOLVED, that we, the members of the City of Hobbs City Commission, oppose any leasing freeze on and offshore, and we urge the New Mexico Legislature, the US Congress and the President of the United States to likewise support continued and increased exploration and production of our Nation's energy resources to ensure affordable energy options, job growth, tax revenues and improve the energy security of our neediest citizens.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 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: April 20, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:


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

- Fund 240 – Opioid Abatement 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:

- This will be included in the FY23 Preliminary Budget with a projected \$489,000 dollar budget in both revenue and expense.


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. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7189

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 240 – Opioid Abatement Fund in accordance with State Audit Rule 2.2.2.10 O.

PASSED, ADOPTED AND APPROVED THIS 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 2022

SUBJECT: Resolution approving the FY2022 DFA 3rd Quarter (March 2022) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: April 20, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting the FY2022 3rd Quarter DFA Financial Report for the approval of the Governing Body. The Department of Finance and Administration only requires that the 4th Quarter DFA Report be approved by resolution, however, it **recommends** all quarterly reports be approved by the governing body.

Fiscal Impact:

Reviewed By: 
Finance Department


The ending cash balance represents actual revenue and expenditure activity from 07/01/21-03/31/22.

- Actual Ending Cash Balance at 03/31/2022 is \$145,357,008.01 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$90,851,051.66 and \$87,948,620.54 respectively.

Attachments:

- 3rd Quarter DFA Report Recap
- March 31, 2022 City of Hobbs Cash Report
- Resolution approving 3rd Quarter DFA Report

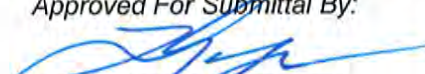
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 7190

A RESOLUTION APPROVING THE FY2022
DFA 3rd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4TH quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended March 31, 2022 was \$145,357,008.01 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2022 crosswalk the amounts to the DFA 3rd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 3rd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
03/31/2022

		Ending Cash 06/30/2021	June - July FY2022 Revenues	Actual Cash TRANSFERS	June - July FY2022 Expenditures	FY22 Balance Sheet Adjustments	Ending Cash 03/31/22
GOVERNMENTAL FUNDS							
11000	001 GENERAL	79,692,583.32	45,770,578.86	(5,475,552.60)	46,514,697.76	(2,094.45)	73,475,006.27
29900	002 LAND ACQUISITION	370,005.05	13,040.00			-	383,045.05
		80,062,588.37	45,783,618.86	(5,475,552.60)	46,514,697.76	(2,094.45)	73,858,051.32
SPECIAL REVENUES							
20100	110 LOCAL GOV CORR	1,009,548.34	109,609.43		30,638.54	(1,368.00)	1,089,887.23
21100	120 POLICE PROTECTION	39,073.62	79,200.00		82,286.15	-	35,987.47
29900	130 P D N (parif, drug, narcotics)	1,918.75				-	1,918.75
29900	150 COPS GRANT	1,000.00	133,005.74	-	105,396.59	-	28,609.15
21700	160 HWLC	1,000.00	1,349,563.25	1,569,340.35	2,921,126.01	(2,222.41)	1,000.00
21900	170 OLDER AMERICAN	1,000.00	158,650.14	581,839.12	740,642.69	(153.43)	1,000.00
51800	180 GOLF	1,000.00	737,805.09	1,355,983.39	2,093,919.20	(130.72)	1,000.00
50600	190 CEMETERY	1,000.00	194,695.64	208,662.76	403,358.40	-	1,000.00
50400	200 AIRPORT	305,835.97	131,637.59		1,057.71	-	436,415.85
30300	210 LEGISLATIVE APPROP	-	1,887,607.00	-	1,907,827.00	(20,220.00)	-
21800	220 INTERGOVERNMENTAL GRANTS	-	4,835,515.50	-		-	4,835,515.50
21400	230 LODGERS' TAX	1,184,148.04	820,526.40	(671,909.43)	267,940.02	-	1,064,824.99
29900	270 PUBLIC TRANSPORTATION	70,302.21	514,230.29	43,003.41	560,267.42	-	67,268.49
20900	280 FIRE PROTECTION	913,093.62	587,418.36		297,801.71	-	1,202,710.27
20600	290 EMER MEDICAL SERV	582.73	31,225.00		17,332.62	-	14,475.11
30200	370 COMM DEVE CONST	186,193.20		-	68,439.25	-	117,753.95
		3,715,696.48	11,570,689.43	3,086,919.60	9,498,033.31	(24,094.56)	8,899,366.76
CAPITAL PROJECTS FUNDS							
39900	460 BEAUTIFICATION IMPROVEMENI	1,538,849.89				-	1,538,849.89
21600	480 STREET IMPROVEMENTS	3,991,956.59	676,426.83		237,732.39	-	4,430,651.03
39900	490 CITY COMM. IMPROVEMENTS	7,659,699.88	1,823,707.22	(1,142,472.80)	52,422.52	-	8,288,511.78
		13,190,506.36	2,500,134.05	(1,142,472.80)	290,154.91	-	14,258,012.70
DEBT SERVICE FUNDS							
40400	510 UTILITY BOND	0.00		126,818.89	126,818.89	-	0.00
40400	530 2005 WASTEWATER BOND ISSU	1,989,842.96		2,271,164.08	2,271,164.08	-	1,989,842.96
		1,989,842.96	-	2,397,982.97	2,397,982.97	-	1,989,842.96
TOTAL GOVERNMENTAL FUNDS		98,958,634.17	59,854,442.34	(1,133,122.83)	58,700,868.95	(26,189.01)	99,005,273.74
ENTERPRISE FUNDS							
50200	100 SOLID WASTE	2,684,706.80	5,716,734.51		5,583,830.50	-	2,817,610.81
39900	440 JOINT UTILITY EXTENSIONS CAPI	1,000.00	635,736.20	1,142,472.80	1,778,209.00	-	1,000.00
50100	600 JOINT UTILITY	1,000.00		4,215,591.08	4,216,092.72	(501.64)	1,000.00
50100	610 JOINT UTILITY CONST	1,000.00		752,121.48	752,121.48	-	1,000.00
50300	620 WASTE WATER PLANT CONST	7,773,078.39	12,323.56		323,976.00	-	7,461,425.95
50300	630 JOINT UTILITY - WASTEWATER	1,000.00		2,724,343.73	2,724,343.73	-	1,000.00
50300	650 JOINT UTILITY INCOME - WASTE	7,409,090.12	6,189,220.79	(4,995,507.81)	26,211.05	-	8,576,592.05
50100	660 JOINT UTILITY INCOME	6,148,526.09	5,994,436.25	(5,094,531.45)		(23.14)	7,048,454.03
50100	680 METER DEPOSIT RES	1,146,891.55	267,281.60		211,486.51	-	1,202,686.64
	TOTAL ENTERPRISE FUNDS	25,166,292.95	18,815,732.91	(1,255,510.17)	15,616,270.99	(524.78)	27,110,769.48
INTERNAL SERVICE FUNDS							
69900	640 MEDICAL INSURANCE	4,664,841.53	5,539,021.68		6,336,086.98	-	3,867,776.23
69900	670 WORKERS COMP TRUST	1,150,237.21	485,597.09		477,911.59	-	1,157,922.71
69900	690 INTERNAL SUPPLY	65,139.47	142,727.18		158,161.15	-	49,705.50
69900	740 INSURNACE - RISK	2,896,457.75	1,766,856.17	2,388,633.00	1,761,316.17	-	5,290,630.75
	TOTAL INTERNAL SERVICE FUNDS	8,776,675.96	7,934,202.12	2,388,633.00	8,733,475.89	-	10,366,035.19
TRUST AND AGENCY FUNDS							
79900	700 MOTOR VEHICLE	29,528.42	3,426,230.28		3,444,452.55	(1,413.70)	12,719.85
79900	710 MUNI JUDGE BOND FUND	106,707.34				(829.00)	107,536.34
79900	720 RETIREE HEALTH INSURANCE TRI	9,000,000.00	835,641.51		1,405,310.12	(13,418.01)	8,443,749.40
79900	730 CRIME LAB FUND	75,784.55	37,938.25		38,340.25	-	75,382.55
79900	750 FORECLOSURE TRUST FUND	71.88				-	71.88
79900	770 LIBRARY TRUST	5,984.15	742.25		73.59	-	6,652.81
79900	780 SENIOR CITIZEN TRUST	3,319.94	825.00			-	4,144.94
79900	790 PRAIRIE HAVEN MEM	5,833.22	1.98			-	5,835.20
79900	800 COMMUNITY PARK TRUST	1,560.28	0.61			-	1,560.89
79900	820 EVIDENCE TRUST FUND	262,627.64	(58,432.80)			-	204,194.84
79900	830 HOBBS BEAUTIFUL	17,060.33	2,505.87		8,794.69	-	10,771.51
79900	860 CITY AGENCY TRUST	2,121.56	1,221.34		1,033.51	-	2,309.39
	TOTAL TRUST AND AGENCY FUNDS	9,510,599.31	4,246,674.29	-	4,898,004.71	(15,660.71)	8,874,929.60
GRAND TOTAL ALL FUNDS		142,412,202.39	90,851,051.66	-	87,948,620.54	(42,374.50)	145,357,008.01

State of New Mexico
Local Government Budget Management System (LGBMS)

Report Recap - Fiscal Year 2021-2022 - Hobbs (City) - FY2022 Q3

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	79,692,584.00	0.00	45,770,578.86	-5,475,552.60	46,514,697.76	2,094.45	73,475,006.95	3,876,224.81	69,598,782.14
20100 Corrections	1,009,549.00	0.00	109,609.43	0.00	30,638.54	1,368.00	1,089,887.89	0.00	1,089,887.89
20600 Emergency Medical Services	583.00	0.00	31,225.00	0.00	17,332.62	0.00	14,475.38	0.00	14,475.38
20900 Fire Protection	913,094.00	0.00	587,418.36	0.00	297,801.71	0.00	1,202,710.65	0.00	1,202,710.65
21100 Law Enforcement Protection	39,074.00	0.00	79,200.00	0.00	82,286.15	0.00	35,987.85	0.00	35,987.85
21400 Lodgers' Tax	1,184,149.00	0.00	820,526.40	-671,909.43	267,940.02	0.00	1,064,825.95	0.00	1,064,825.95
21600 Municipal Street	3,991,957.00	0.00	676,426.83	0.00	237,732.39	0.00	4,430,651.44	0.00	4,430,651.44
21700 Recreation	1,000.00	0.00	1,349,563.25	1,569,340.35	2,921,126.01	2,222.41	1,000.00	0.00	1,000.00
21800 Intergovernmental Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21900 Senior Citizens	1,000.00	0.00	158,650.14	581,839.12	740,642.69	153.43	1,000.00	0.00	1,000.00
26000 American Rescue Plan Act	0.00	0.00	4,835,515.50	0.00	0.00	0.00	4,835,515.50	0.00	4,835,515.50
29900 Other Special Revenue	443,227.00	0.00	660,276.03	43,003.41	665,664.01	0.00	480,842.43	0.00	480,842.43
30200 CDBG (HUD) Project	186,194.00	0.00	0.00	0.00	68,439.25	0.00	117,754.75	0.00	117,754.75
30300 State Legislative Appropriation Project	0.00	0.00	1,887,607.00	0.00	1,907,827.00	20,220.00	0.00	0.00	0.00
39900 Other Capital Projects	9,199,550.00	0.00	2,459,443.42	0.00	1,830,631.52	0.00	9,828,361.90	0.00	9,828,361.90
40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	2,397,982.97	2,397,982.97	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	7,297,418.00	0.00	6,261,717.85	-126,818.89	5,179,700.71	524.78	8,253,141.03	0.00	8,253,141.03
50200 Solid Waste Enterprise	2,684,707.00	0.00	5,716,734.51	0.00	5,583,830.50	0.00	2,817,611.01	0.00	2,817,611.01
50300 Wastewater/Sewer Enterprise	15,183,169.00	0.00	6,201,544.35	-2,271,164.08	3,074,530.78	0.00	16,039,018.49	0.00	16,039,018.49

50400 Airport Enterprise	305,836.00	0.00	131,637.59	0.00	1,057.71	0.00	436,415.88	0.00	436,415.88
50600 Cemetery Enterprise	1,000.00	0.00	194,695.64	208,662.76	403,358.40	0.00	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	737,805.09	1,355,983.39	2,093,919.20	130.72	1,000.00	0.00	1,000.00
69900 Other Internal Service	8,776,676.00	0.00	7,934,202.12	2,388,633.00	8,733,475.89	0.00	10,366,035.23	0.00	10,366,035.23
79900 Other Trust & Agency	9,510,600.00	0.00	4,246,674.29	0.00	4,898,004.71	15,660.71	8,874,930.29	0.00	8,874,930.29
Totals	142,412,210.00	0.00	90,851,051.66	0.00	87,948,620.54	42,374.50	145,357,015.62	3,876,224.81	141,480,790.81



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2nd, 2022

SUBJECT: Approving the 3rd quarter fiscal year 2022 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: April 25, 2022
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 2nd quarter 2022 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The March 31, 2022 Cash Balance for the Lodgers' Tax Fund is \$1,064,824.99

Total lodgers' tax revenue for the 3rd quarter fiscal year 2022 was \$ 243,003.19 and total expenditures were \$335,417.98. Breakdown of the cash balances by category are as follows:

Profit, Non-profit, Public Entities (20%)	=	\$ 212,953.19
Local Government (40%)	=	\$ 585,680.32
Fire, EMS, Sanitation (15%)	=	\$ 0.00
Airline Subsidy (25%)	=	\$ 266,191.48

Attachments:

Resolution
3-31-2022 Financial Report

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

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. 7191

A RESOLUTION APPROVING THE FY 2022
LODGERS' TAX DFA 3RD QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 3rd quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended March 31, 2022 was \$1,064,824.99 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2022 crosswalk the amounts to the DFA 3rd quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 3rd quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INSTRUCTIONS

1. Provide quarterly and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
 2. Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the gross pro
 3. Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period and year to date amounts.
 4. Provide quarterly and year-to-date transfers-in and transfers - out.
- [Note: The Lodgers' Tax Act does not allow transfers from the Lodgers' Tax Fund to the General Fund or other Funds of the local public body.]
5. Provide quarterly and year-to-date expenditures on the expenditures tab. Contractual service expenditures must comply with the Lodgers' Tax Act, terms of the contract and the Procurement Code 13-1-28 through 13-1-199 NMSA 1978.

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 3/31/2022
MONTH/YEAR

1. REVENUE SUMMARY:	QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small>	YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small>	2. REVENUE ALLOCATION:	QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small>	YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small>
LODGERS' TAX PROCEEDS	\$ 243,003	\$ 820,031	NON-PROMOTIONAL FUND	\$ 0	\$ 0
INVESTMENT INCOME	172	496	PROMOTIONAL FUND	\$ 243,175	820,526
LATE PENALTIES			ADMINISTRATIVE COST	\$ 0	\$ 0
CONVENTION CENTER FINANCING FEES					
HOSPITALITY FEE ACT FEES					
1. _____			(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,		
2. _____			i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		
TOTAL REVENUE	\$ 243,175	\$ 820,526			

3. CASH BALANCES:

Carryover From Previous Fiscal Year: Non-Promotional	\$ 15,511
Carryover From Previous Fiscal Year: Promotional	1,168,637
<small>(Note: 2 years maximum carryover before money must be spent).</small>	
NON-PROMOTIONAL FUND	\$ 0
PROMOTIONAL FUND	\$ (119,323)
Grand Total (Non-Promo)	\$
Grand Total (Promo)	\$ 1,064,825

4. TRANSFERS: IN

INTERGOVERNMENT, INTERFUND TRANSFERS - IN	
<small>(e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)</small>	
1. _____	\$ _____
2. _____	_____
	\$ 0

TRANSFERS:OUT

NON-PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT)	
<small>(e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)</small>	
1. _____	\$ _____
2. _____	_____
3. _____	_____
4. _____	_____
	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)	
1. _____	\$ _____
2. _____	_____
3. _____	_____
4. _____	_____
	\$ 0

PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT)	
<small>(e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)</small>	
1. _____	\$ _____
2. _____	_____
3. _____	_____
4. _____	_____
	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)	
1. _____	\$ _____
2. _____	_____
3. _____	_____
4. _____	_____
	\$ 0

5. EXPENDITURE SUMMARY:

CATEGORY/DESCRIPTION CONTRACTUAL SERVICES EVENT or ACTIVITY (attach a separate sheet if needed)		NON-PROMOTIONAL FUND		PROMOTIONAL FUND	
		Quarterly Amount (This reporting period)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)	Quarterly Amount (This reporting period)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)
see attached sheet				335,418	\$ 939,849
ADVERTISING CONTRACT(S) *VENDOR:					
EVENT/ACTIVITY	DATE				
SUB-TOTAL		0	0	335,418	939,849
*Add additional sheets if necessary. OPERATING EXPENSES (IDENTIFY)			0		
TOURIST RELATED EVENTS (LIST) EVENT DATE					
	PUBLIC SAFETY (FIRE / EMS / POLICE)				
	SANITATION SVCS.				
	PUBLIC SAFETY				
	SANITATION SVCS.				
	PUBLIC SAFETY				
	SANITATION SVCS.				
SUB-TOTAL		0	0	0	0
CAPITAL OUTLAY (IDENTIFY)					
BUILDINGS & STRUCTURES					
EQUIPMENT & MACHINERY					
DEBT SERVICE (IDENTIFY)					
SUB-TOTAL					
EXPENDITURES TOTAL		\$ 0	\$ 0	\$ 335418	\$ 939849

**CITY OF HOBBS
EVENT SUMMARIES
3/31/2022**

**AMOUNT
SPENT**

22-02	Southwest Symphony	7-14-21	15,947.15
22-03	United Way of Lea County	7-14-21	79,513.37
22-04	Hobbs Chamber of Commerce	7-14-21	15,544.73
22-05	Cycle City Promotions	7-14-21	50,000.00
22-06	Hobbs Airfield Speedway, LLC	7-14-21	1,709.00
	CITY OF HOBBS - Branding/NM True	03-20-20	31,047.15
22-07	CITY OF HOBBS - CORE (OPERATING)	4/14/2021	375,000.00
22-08	CITY OF HOBBS - CORE (MARKETING)	4/14/2021	85,009.80
22-09	CITY OF HOBBS - ROCKWIND GOLF (MARKETING)	4/14/2021	46,380.67
22-12	CITY OF HOBBS - TREE LIGHTING	10/14/2021	11,467.18
22-10	EDC - AIRLINE SUBSIDY	04/14/2021	105,225.77
	CITY OF HOBBS POLICE AND FIRE (SECURITY)	04/14/2021	<u>123,004.63</u>

TOTAL

939,849.45

3/31/22

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 3RD QUARTER OF 2021 - 2022

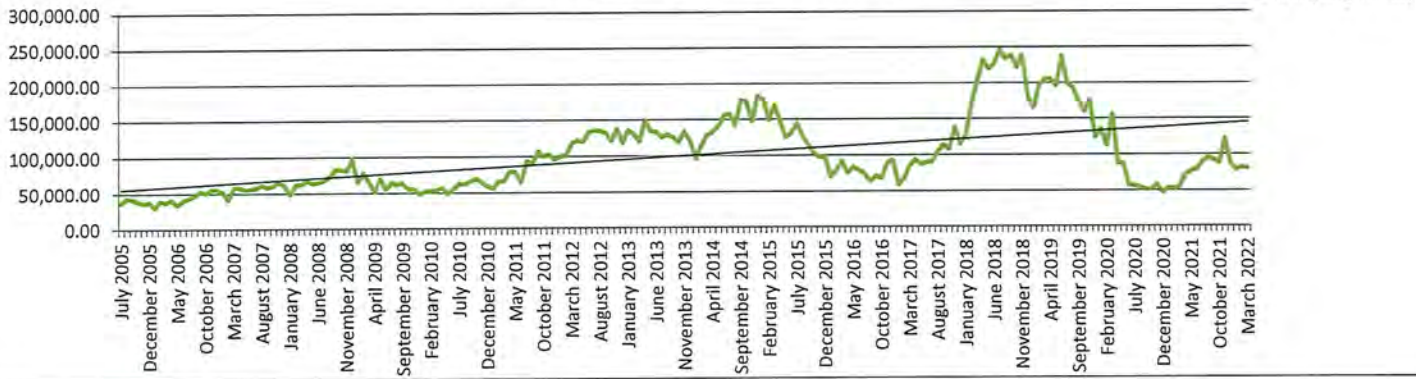
		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/21	1,168,636.64	15,511.46	1,184,148.10
FIRST QUARTER INCOME		279,315.58		279,315.58
FIRST QUARTER INTEREST		141.56		141.56
TOTAL REVENUE		279,457.14	0.00	279,457.14
FIRST QUARTER EXPENSES		247,482.21		247,482.21
CASH BAL.	9/30/21	1,200,611.57	15,511.46	1,216,123.03
SECOND QUARTER INCOME		297,712.11		297,712.11
SECOND QUARTER INTEREST		182.35		182.35
TOTAL REVENUE		297,894.46	0.00	297,894.46
SECOND QUARTER EXPENSES		356,949.26		356,949.26
CASH BAL.	12/31/21	1,141,556.77	15,511.46	1,157,068.23
THIRD QUARTER INCOME		243,003.19		243,003.19
THIRD QUARTER INTEREST		171.61		171.61
TOTAL REVENUE		243,174.80	0.00	243,174.80
THIRD QUARTER EXPENSES		335,417.98		335,418.04
CASH BAL.	3/31/22	1,049,313.59	15,511.46	1,064,824.99
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)				0.00
FOURTH QUARTER INTEREST				0.00
TOTAL REVENUE		0.00	0.00	0.00
FOURTH QUARTER EXPENSES**				0.00
CASH BAL.	6/30/22	1,049,313.59	15,511.46	1,064,824.99
YEAR TO DATE INCOME			0.00	820,030.88
YEAR TO DATE INTEREST			0.00	0.00
TOTAL REVENUE		0.00	0.00	820,030.88
YEAR TO DATE EXPENSES		939,849.45	0.00	939,849.45
YEAR TO DATE CASH BALANCES		1,049,313.59	15,511.46	1,064,824.99

CITY OF HOBBS LODGERS' TAX REPORT

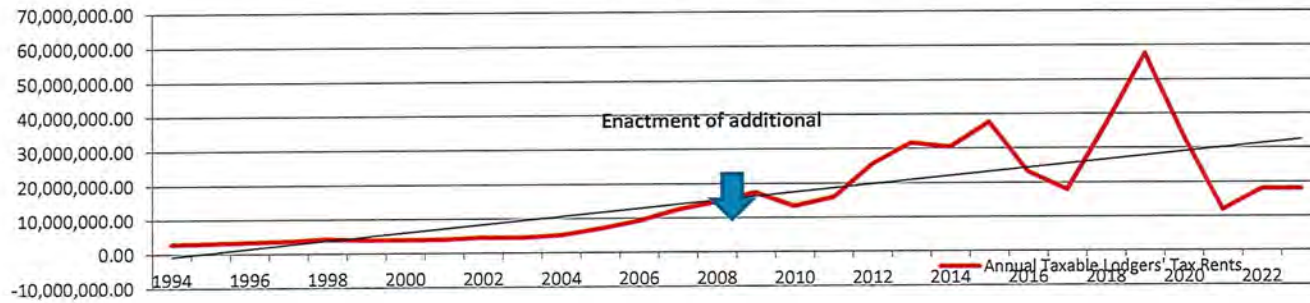
March 31, 2022

		RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash
Month	Month	Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	Balance
CASH BALANCE		2,240,394.27	2,564,005.38	28,913.17	2,592,918.55		1,735,444.83				
July 2019		3,999,605.20	199,980.26	3,069.28	203,049.54		115,183.30	115,183.30	87,866.24	87,866.24	2,328,260.51
August 2019		3,877,290.40	193,864.52	3,228.61	197,093.13		20,802.36	20,802.36	176,290.77	264,157.01	2,504,551.28
September 2019		3,491,240.40	174,562.02	2,921.34	177,483.36		443,966.30	443,966.30	-266,482.94	-2,325.93	2,238,068.34
October 2019		3,204,691.60	160,234.58	2,587.53	162,822.11		6,512.10	6,512.10	156,310.01	153,984.08	2,394,378.35
November 2019		3,518,379.60	175,918.98	2,569.68	178,488.66		181,025.21	181,025.21	-2,536.55	151,447.53	2,391,841.80
December 2019		2,494,241.80	124,712.09	2,951.55	127,663.64		266,151.54	266,151.54	-138,487.90	12,959.63	2,253,353.90
SUBTOTAL		20,585,449.00	1,029,272.45	17,327.99	1,046,600.44	0.00	1,033,640.81	1,033,640.81			
January 2020		2,717,522.20	135,876.11	2,391.51	138,267.62		20,231.18	20,231.18	118,036.44	118,036.44	2,371,390.34
February 2020		2,264,832.20	113,241.61	2,497.81	115,739.42		71,341.67	71,341.67	44,397.75	44,397.75	2,415,788.09
March 2020		3,125,023.00	156,251.15	2,471.46	158,722.61		275,365.18	275,365.18	(116,642.57)	(116,642.57)	2,299,145.52
April 2020		1,766,006.00	88,300.30	1,853.80	90,154.10		17,726.00	17,726.00	72,428.10	72,428.10	2,371,573.62
May 2020		1,769,172.20	88,458.61	1,008.72	89,467.33		423,782.67	423,782.67	(334,315.34)	(334,315.34)	2,037,258.28
June 2020		1,143,332.00	57,166.60	658.40	57,825.00		268,924.59	268,924.59	(211,099.59)	(211,099.59)	1,826,158.69
SUBTOTAL		12,785,887.6	639,294.38	10,881.7	650,176.08	0	1,077,371.29	1,077,371.29			
FY 2020			1,668,566.83								
CASH BALANCE		1,826,158.69	1,668,566.83	28,209.69	1,696,776.52		2,111,012.10				
July 2020		1,138,913.00	56,945.65	399.99	57,345.64		-	-	57,345.64	57,345.64	1,883,504.33
August 2020		1,090,902.80	54,545.14	313.84	54,858.98		72,707.57	72,707.57	(17,848.59)	39,497.05	1,865,655.74
September 2020		1,040,277.60	52,013.88	204.53	52,218.41		155,580.47	155,580.47	(103,362.06)	(63,865.01)	1,762,293.68
October 2020		1,028,334.80	51,416.74	168.11	51,584.85		191,580.00	191,580.00	(139,995.15)	(203,860.16)	1,622,298.53
November 2020		1,162,426.00	58,121.30	142.03	58,263.33		110,232.00	110,232.00	(51,968.67)	(255,828.83)	1,570,329.86
December 2020		949,227.00	47,461.35	-	47,461.35		177,572.38	177,572.38	(130,111.03)	(385,939.86)	1,440,218.83
SUBTOTAL		6,410,081.20	320,504.06	1,228.50	321,732.56	0.00	707,672.42	707,672.42			
January 2021		1,067,524.20	53,376.21	89.40	53,465.61		48,389.35	48,389.35	5,076.26	5,076.26	1,445,295.09
February 2021		1,055,811.40	52,790.57	103.49	52,894.06		29,089.12	29,089.12	23,804.94	23,804.94	1,469,100.03
March 2021		1,094,322.80	54,716.14	71.28	54,787.42		369,287.22	369,287.22	-314,499.80	-314,499.80	1,154,600.23
April 2021		1,438,003.40	71,900.17	60.84	71,961.01		0.00	0.00	71,961.01	71,961.01	1,226,561.24
May 2021		1,548,735.60	77,436.78	56.89	77,493.67		0.00	0.00	77,493.67	77,493.67	1,304,054.91
June 2021		1,593,608.60	79,680.43	137.09	79,817.52		199,724.39	199,724.39	-119,906.87	-119,906.87	1,184,148.04
SUBTOTAL		7,798,006.00	389,900.30	518.99	390,419.29	0.00	646,490.08	646,490.08			
FY 2021			710,404.36								
CASH BALANCE		1,184,148.04									
July 2021		1,801,674.20	90,083.71	45.30	90,129.01		-	-	90,129.01	90,129.01	1,274,277.05
August 2021		1,915,939.00	95,796.95	45.20	95,842.15		25,355.08	25,355.08	70,487.07	160,616.08	1,344,764.12
September 2021		1,868,698.40	93,434.92	51.06	93,485.98		222,127.13	222,127.13	(128,641.15)	31,974.93	1,216,122.97
October 2021		1,780,151.80	89,007.59	38.65	89,046.24		51,709.00	51,709.00	37,337.24	69,312.17	1,253,460.21
November 2021		2,429,424.60	121,471.23	47.62	121,518.85		-	-	121,518.85	190,831.02	1,374,979.06
December 2021		1,744,665.80	87,233.29	96.08	87,329.37		305,240.26	305,240.26	(217,910.89)	(27,079.87)	1,157,068.17
SUBTOTAL		11,540,553.80	577,027.69	323.91	577,351.60	0.00	604,431.47	604,431.47			
January 2022		1,577,475.40	78,873.77	57.30	78,931.07		15,947.15	15,947.15	62,983.92	62,983.92	1,220,052.09
February 2022		1,654,709.20	82,735.46	55.26	82,790.72		0.00	0.00	82,790.72	82,790.72	1,302,842.81
March 2022		1,627,879.20	81,393.96	59.05	81,453.01		319,470.83	319,470.83	-238,017.82	-238,017.82	1,064,824.99
April 2022		0.00			0.00			0.00	0.00	0.00	1,064,824.99
May 2022		0.00			0.00			0.00	0.00	0.00	1,064,824.99
June 2022		0.00			0.00			0.00	0.00	0.00	1,064,824.99
SUBTOTAL		4,860,063.80	243,003.19	171.61	243,174.80	0.00	335,417.98	335,417.98			
CASH BALANCE		1,064,824.99	820,030.88				939,849.45				

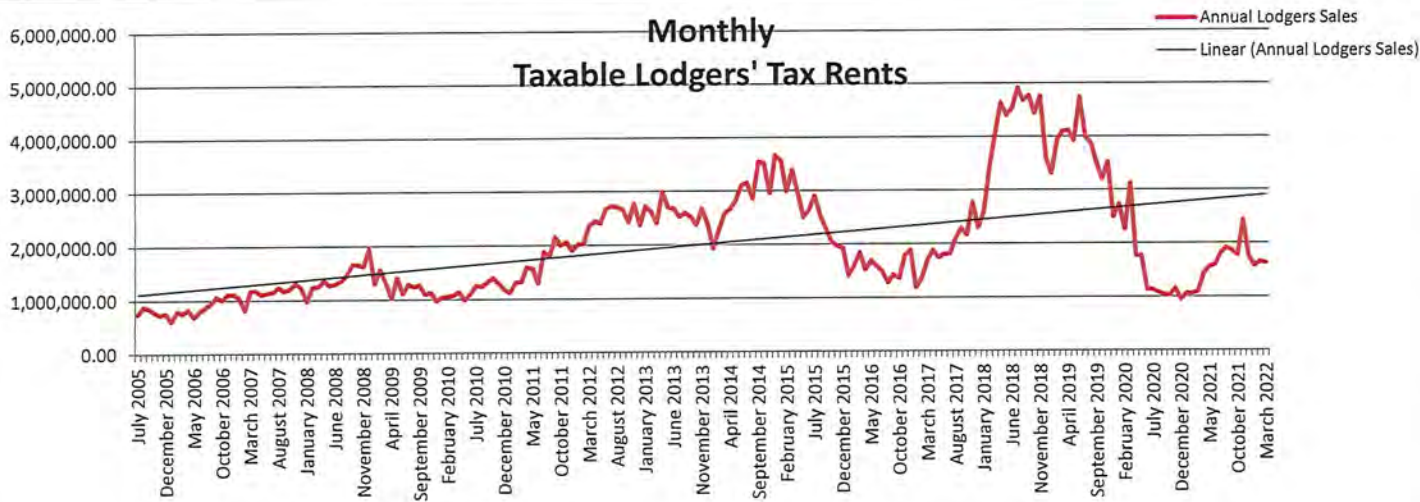
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



CITY OF HOBBS LODGERS' TAX PROGRAM							
3/31/2022	AWARD					ACTUAL	
	PROJECT	DATE	AMOUNT	ACTUAL	OUTSTANDING	CATEGORY	
3/31/2022	CASH BALANCE			EXPENSE	GRANT		1,064,824.99
Proof of Cash:							
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)							172,134.71
22-01	Western Heritage Museum	7-14-21	26,181.00	0.00			26,181.00
22-02	Southwest Symphony	7-14-21	34,717.00	15,947.15			18,769.85
22-03	United Way of Lea County	7-14-21	88,500.00	79,513.37			8,986.63
22-04	Hobbs Chamber of Commerce	7-14-21	49,178.95	15,544.73			33,634.22
22-05	Cycle City Promotions	7-14-21	50,000.00	50,000.00			0.00
22-06	Hobbs Airfield Speedway, LLC	7-14-21	10,200.00	1,709.00			8,491.00
22-11	Tuff Hedeman Bull Riding	10-14-21	20,000.00	0.00			20,000.00
22-14	Hobbs High School Softball Boosters	1-12-22	7,125.00	0.00			7,125.00
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES			428,549.81	0.00			123,187.70
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)						164,006.18
Cash Available for Allocation							212,953.19
Beginning Cash Available for Local Government (City and County) (40%)							597,844.61
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	36,891.15			213,108.85
22-07	CITY OF HOBBS - CORE (OPERATING)	4/14/2021	500,000.00	375,000.00			125,000.00
22-08	CITY OF HOBBS - CORE (MARKETING)	4/14/2021	98,400.00	85,009.80			13,390.20
22-09	CITY OF HOBBS - ROCKWIND GOLF (MARKETING)	4/14/2021	67,400.00	46,380.67			21,019.33
22-12	CITY OF HOBBS - HOBBS TREE LIGHTING	10-14-21	18,713.81	11,467.18			7,246.63
22-13	CITY OF HOBBS - GUS MACKER		24,610.00	0.00			24,610.00
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			959,123.81	554,748.80			404,375.01
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)						328,012.35
Cash Available for Allocation							585,680.32
Beginning Cash Available for Fire, EMS, Sanitation (15%)							
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE			123,004.63	123,004.63			0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)						123,004.63
Cash Available for Allocation							(0.00)
Beginning Cash Available for Airline subsidy (25%)							105,957.99
22-10	EDC - AIRLINE SUBSIDY	04/14/2021	150,000.00	105,225.77			44,774.23
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)						205,007.72
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY							266,191.48
Cash Available for Allocation							266,191.48



FINANCE DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9235 bus
575-397-9450 fax

April 25th, 2022

Jolene Gonzales, Special Projects Analyst
Department of Finance & Administration
Local Government Division
407 Galistero
Santa Fe, NM 87501

Re: 3rd quarter lodgers' tax quarterly report

Enclosed is the following:

3rd quarter lodgers' tax report for fiscal year 2022

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Spears", is written over a light blue horizontal line.

Toby Spears, CPA, CFE
Finance Director
CITY OF HOBBS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2nd, 2022

SUBJECT: APPLICATION FOR TRANSPORTATION PROJECT FUND (TPF) FOR ROADWAY DESIGN ALONG SR132 DAL PASO ST

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 4-25-2022
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The Project Oversight Division of the New Mexico Department of Transportation is soliciting application for the Department's Transportation Project Fund (TPF), which requires a 5% match. SERPTO will be reviewing application on May 5th and final submission is due May 31st, 2022.

Staff recommends a roadway design grant for SR132 Dal Paso St. to include studies for the reconstruction and drainage improvements. Project design would be 12 months and future application for construction could be made to the NMDOT Transportation Project Fund.

Fiscal Impact:

Reviewed By: _____
Finance Department

Estimated Cost: \$180,000
Local Match: \$9,000
State Match: \$171,000

* Project will be budgeted upon grant being awarded in Fund 48, which there are sufficient reserves to cover any matching costs

Attachments:

Resolution / Cover Letter / PFF / Location Map

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to submit an application for the 2022/2023 TPF grant to the NMDOT

Approved For Submittal By:

Department Director

City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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

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

Denied

CITY OF HOBBS

RESOLUTION NO. 7192

A RESOLUTION TO THE NEW MEXICO DEPARTMENT
OF TRANSPORTATION FOR ROADWAY PROJECT

WHEREAS, The City of Hobbs is in support of seeking funding assistance, in the design and studies for the roadway reconstruction and drainage improvements along SR 132 (Dal Paso St.); and

WHEREAS, The City of Hobbs will provide a 5% match requirement for the project; and

WHEREAS, The Project Oversight Division of the New Mexico Department of Transportation is soliciting application for the Department's Transportation Project Fund (TPF) for fiscal year 2023, which includes arterial and major local streets; and

WHEREAS, SR132 (Dal Paso St) is considered a major arterial roadway; and

WHEREAS, the New Mexico Department of Transportation requests as part of the application procedures, passage and submittal of a local government resolution of support for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, the City of Hobbs supports the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



ENGINEERING DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9232 bus
575-397-9227 fax

April 20th, 2022

NMDOT
Francisco Sanchez District II Engineer
4505 West Second St.
Roswell, NM 88202

SERPTO
Attn: Mary Ann Burr
mbsnmedd@plateautel.net

RE: HOBBS, NM - Transportation Project Fund (TPF) Application
ROADWAY DESIGN: SR 132 (Dal Paso St.)

The City of Hobbs is submitting two projects with regard to the FY23 TPF Call for Projects. This project is for roadway design along SR 132 (Dal Paso St.) see attached *Location Map*.

1. **Scope of Work:** Design and studies for the reconstruction of SR 132 Dal Paso to include drainage structure, inlets, sidewalk and ADA improvements
2. **Hardship Match Waiver:** Not requested
3. **Project Readiness:** This will be for design only and the draft RFP is completed and will be advertised within 30 days of notice of award. The City has already collected mobile LiDAR along the corridor and immediately contract separately the geotechnical work. The project is listed in the City's ICIP
4. **Funding:** The requested funding is sufficient to cover all costs and City has already invested in the mobile LiDAR along the corridor
5. **Right of Way:** The project include both NMDOT and City right of way.
6. **Category:** Environmental and other studies, planning and design

Attached are the 1.) Signed PFF 2.) City of Hobbs Draft Resolution (May 2nd, 2022), and 3.) Location Map.

If you have any questions do not hesitate to contact me at 575-397-9237

Sincerely,
THE CITY OF HOBBS


Todd Randall, PE – City Engineer
trandall@hobbsnm.org
575-397-9237

xc: Project File

GENERAL INFORMATION

Preparation Date: 4-4-2022 Project Title: SR132 - DAL PASO

Requesting T/LPA: City of Hobbs Is there an approved Governing Body resolution for
(Applicant) this application
 YES NO PENDING If pending, date
expected May 2nd 2022

Responsible Charge
Name: Todd Randall  4/11/22 Phone: 575-397-9232
Title: City Engineer Email: trandall@hobbsnm.org

PROJECT DESCRIPTION

Project Type (Check all that apply):
 ROADWAY BRIDGE SAFETY PLANNING/DESIGN OTHER

If you chose "OTHER" please clarify here: _____

Project Scope: Design of the reconstruction of SR 132 (Dal Paso from SR18 Bender to Navajo)

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?
 NO YES If yes, please indicate bridge #: _____

Is the request to continue or advance a phase of a previous project?
 NO YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location
Route Number and/or Street Name: SR132 (Dal Paso St)

Project Termini:
Beginning Mile point and/or intersection: Bender (SR18) and Dal Paso (SR 132)

Ending Mile point and/or intersection: Dal Paso (SR 132) and Navajo

Total length of proposed project: 1 mile

NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".

A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.

Is the project located in full or in part within a department right-of-way or NHS route?

NO YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way? "Letter of Approval" from the NMDOT District Engineer?

NO YES If yes, a "Letter of Approval" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?

NO YES If yes, please clarify _____

Is this project tied to any past or future federal funding?

NO YES If yes, please identify _____

NO YES Does the Local Entity intend to apply for Match Waiver Funding?

Project Phases to be included in request (Check all that apply):

PLANNING

PRELIMINARY ENGINEERING/DESIGN

CONSTRUCTION

CONSTRUCTION MANAGEMENT & TESTING

*RIGHT OF WAY ACQUISITION**

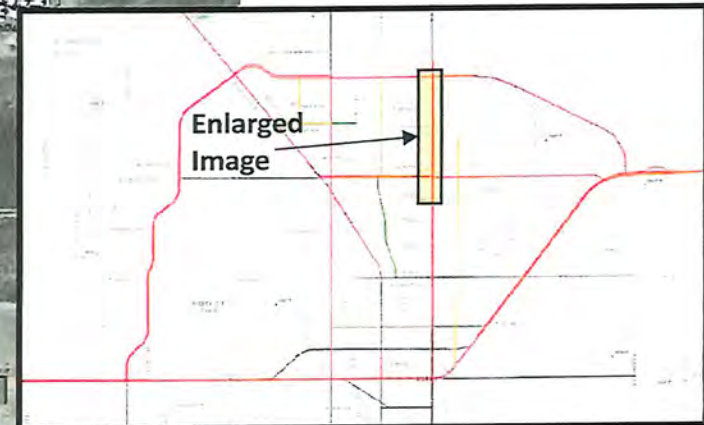
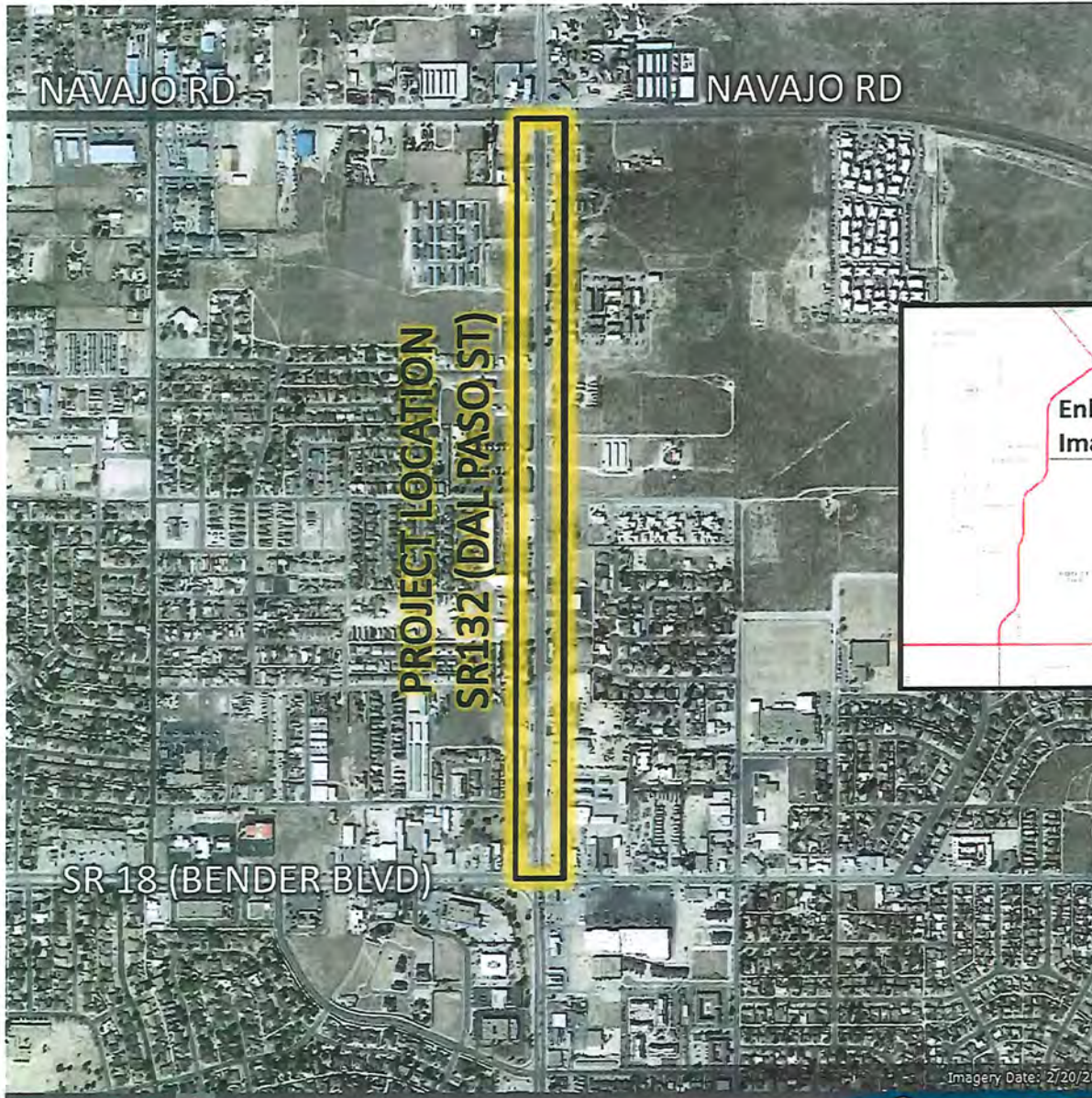
* Projects that are for ROW acquisition will need to follow NMDOT ROW acquisition requirements if the entity intends to utilize federal funding in any subsequent project phase.

PROJECT COSTS:

Column A (Not Phased)			Column B (Phased)
If project is not phased, complete column A only.			Total Phases No. (1, 2, 3, I, II, III, etc.):
If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			The amount below represents the cost of the entire project and will be greater than Column A.
Design Only			Total Project Cost: \$
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs.
Total Local Match	5%	\$ 9,000	
Total State Share	95%	\$ 171,000	
Total cost	100%	\$ 180,000	

T/LPA REVIEW:			
By: TODD RANDALL	<small>Digitally signed by TODD RANDALL DN: cn=TODD RANDALL, o=CITY OF HOBBS, ou=Engineering Dept, cn=TODD RANDALL Reason: I am approving this document Contact Info: 575-397-6237 Date: 2022.01.14 10:43:13 -0500</small>	Date:	Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NMDOT DISTRICT REVIEW:			
By:		Date:	Recommended: <input type="checkbox"/> Yes <input type="checkbox"/> No

<p><u>NMDOT District comments.</u></p>
<p><u>NMDOT Environmental Bureau comments.</u></p>



FY 23 – TRANSPORTATION PROJECT FUND (TPF) APPLICATION

HOBBS, NM – VICINITY MAP



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2nd, 2022

SUBJECT: APPLICATION FOR TRANSPORTATION PROJECT FUND (TPF) FOR ROADWAY MAINTENANCE ALONG SR208 (WEST COUNTY), NAVAJO RD, AND SR218 (EAST BENDER)
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 4-25-2022
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The Project Oversight Division of the New Mexico Department of Transportation is soliciting application for the Department's Transportation Project Fund (TPF), which requires a 5% match. SERPTO will be reviewing application on May 5th and final submission is due May 31st, 2022.

Staff recommends roadway improvements to the West County, Navajo Rd and East Bender, which would include chip sealing (7.6 miles), striping and signage replacement.

Fiscal Impact:

Reviewed By: Efrén A. Cortez
Finance Department

Estimated Cost: \$1,000,000
Local Match: \$50,000
State Match: \$950,000

* Project will be budgeted upon grant being awarded in Fund 48, which there are sufficient reserves to cover any matching costs

Attachments:

Resolution / Cover Letter / Location Map

Legal Review:

Approved As To Form: Efrén A. Cortez
City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to submit an application for the 2022/2023 TPF grant to the NMDOT

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
File No.
Denied

CITY OF HOBBS

RESOLUTION NO. 7193

A RESOLUTION TO THE NEW MEXICO DEPARTMENT
OF TRANSPORTATION FOR ROADWAY PROJECT

WHEREAS, The City of Hobbs is in support of seeking funding assistance, in part for the roadway, striping, signage and traffic signal improvements of SR 208 (West County Rd.), Navajo Rd and SR 218 (E. Bender St.); and

WHEREAS, The City of Hobbs will provide a 5% match requirement for the project; and

WHEREAS, The Project Oversight Division of the New Mexico Department of Transportation is soliciting application for the Departments Transportation Project Fund (TPF) for fiscal year 2023, which includes arterial and major local streets; and

WHEREAS, the streets included in the application are considered arterial and collector streets by the City of Hobbs; and

WHEREAS, the New Mexico Department of Transportation requests as part of the application procedures, passage and submittal of a local government resolution of support for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, the City of Hobbs supports the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



ENGINEERING DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9232 bus
575-397-9227 fax

April 20th, 2022

NMDOT
Francisco Sanchez District II Engineer
4505 West Second St.
Roswell, NM 88202

SERPTO
Attn: Mary Ann Burr
mbsnmedd@plateautel.net

RE: HOBBS, NM - Transportation Project Fund (TPF) Application
ROADWAY MAINTENANCE: SR 208 (West County Rd), Navajo Rd., SR218 (East Bender)

The City of Hobbs is submitting two projects with regard to the FY23 TPF Call for Projects. This project is for roadway maintenance along SR 208 (West County Rd), Navajo Rd., and SR218 (East Bender), see attached *Location Map*.

1. **Scope of Work:** Surface treatment, striping, signage replacement and traffic signal equipment replacement.
2. **Hardship Match Waiver:** Not requested
3. **Project Readiness:** Depending on the release of funds and weather conditions, the project can move forward immediately using State or CES contracts. This project was included in the City's Top 5 ICIP Rankings FY23.
4. **Funding:** The requested funding is sufficient to cover all costs and scope can be reduced to meet funding levels provided.
5. **Right of Way:** The project include both NMDOT and City right of way.
6. **Category:** Construction only

Attached are the 1.) Signed PFF 2.) City of Hobbs Draft Resolution (May 2nd, 2022), and 3.) Location Map.

If you have any questions do not hesitate to contact me at 575-397-9237

Sincerely,
THE CITY OF HOBBS

A blue ink signature of Todd Randall, written in a cursive style.


Todd Randall, PE – City Engineer
trandall@hobbsnm.org
575-397-9237

xc: Project File

GENERAL INFORMATION

Preparation Date: 4-4-2022 **Project Title:** SR208, Navajo & SR218 Imprvmnts

Requesting T/LPA: City of Hobbs **Is there an approved Governing Body resolution for this application**
(Applicant) YES NO PENDING If pending, date expected May 2nd 2022

Responsible Charge
Name: Todd Randall  Phone: 575-397-9232
Title: City Engineer Email: trandall@hobbsnm.org

PROJECT DESCRIPTION

Project Type (Check all that apply):
 ROADWAY BRIDGE SAFETY PLANNING/DESIGN OTHER

If you chose "OTHER" please clarify here: _____

Project Scope: Roadway Maintenance Chip Sealing and striping SR 208 (US62/180 to SR18), Navajo (Grimes St. to US62/180), and SR 218 (E. Bender) work to include signage, pavement markings and signal improvements

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?
 NO YES If yes, please indicate bridge #: _____

Is the request to continue or advance a phase of a previous project?
 NO YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location
Route Number and/or Street Name: SR 208 (West County Rd) & Navajo St & SR218 (Bender)

Project Termini:
Beginning Mile point and/or intersection: SR 208 & US62/180
Ending Mile point and/or intersection: Navajo & US62/180
Total length of proposed project: 7.6Miles (SR208 3.4 Miles & Navajo 3.3 Miles & SR218 0.9 Miles)

NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".

A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.

Is the project located in full or in part within a department right-of-way or NHS route?

NO YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way? "Letter of Approval" from the NMDOT District Engineer?

NO YES If yes, a "Letter of Approval" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?

NO YES If yes, please clarify _____

Is this project tied to any past or future federal funding?

NO YES If yes, please identify _____

NO YES Does the Local Entity intend to apply for Match Waiver Funding?

Project Phases to be included in request (Check all that apply):

PLANNING

PRELIMINARY ENGINEERING/DESIGN

CONSTRUCTION


CONSTRUCTION MANAGEMENT & TESTING

*RIGHT OF WAY ACQUISITION**

* Projects that are for ROW acquisition will need to follow NMDOT ROW acquisition requirements if the entity intends to utilize federal funding in any subsequent project phase.

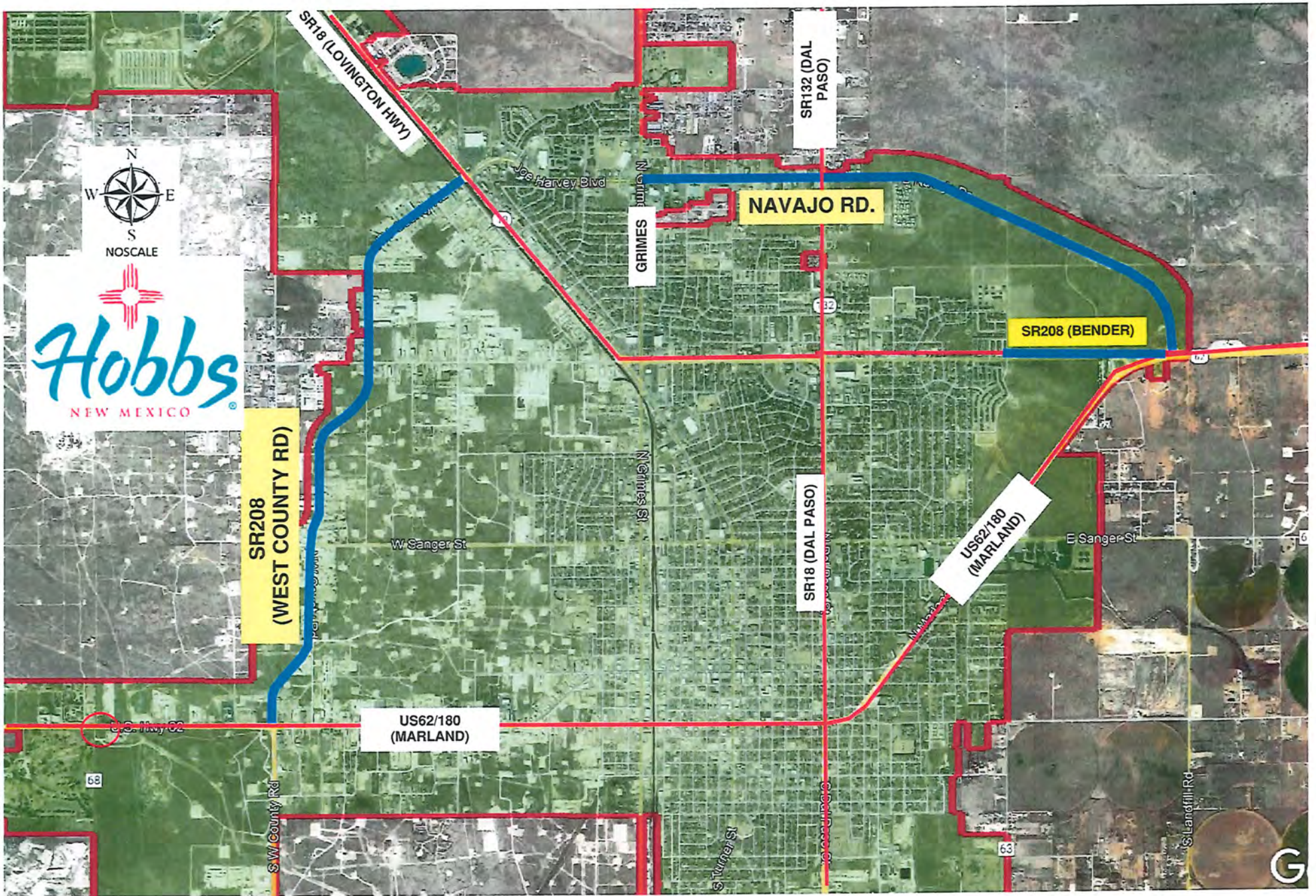
PROJECT COSTS:

Column A (Not Phased)			Column B (Phased)		
If project is not phased, complete column A only.			Total Phases No. (1, 2, 3, I, II, III, etc.):		
If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			The amount below represents the cost of the entire project and will be greater than Column A.		
			Total Project Cost: \$		
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs.		
Total Local Match	5%	\$ 50,000			
Total State Share	95%	\$ 950,000			
Total cost	100%	\$ 1,000,000			

T/LPA REVIEW:				
 <small>Digitally signed by TODD RANDALL DN: cn=US, e=tirandall@hobasht.org, o=New Orleans Engineering Dept, ou=TODD RANDALL Reason: I am approving this document Contact Info: 576-397-9237 Date: 2022.04.14 16:43:40 05:00'</small>	By: TODD RANDALL		Date:	Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	NMDOT DISTRICT REVIEW:			
By:		Date:	Recommended:	<input type="checkbox"/> Yes <input type="checkbox"/> No

NMDOT District comments.

NMDOT Environmental Bureau comments.



**CITY OF HOBBS - PROJECT LOCATION MAP
 SR208 (WEST COUNTY) / NAVAJO / SR208 (BENDER) ROADWAY SURFACING
 FY23 - TRANSPORTATION TRAFFIC FUNDING - SERPTO**



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 2022

SUBJECT: Condemnation Recommendation on Certain Properties

DEPT. OF ORIGIN: Hobbs Police Department - Community Services Division, City of Hobbs Legal Department

DATE SUBMITTED: April 25, 2022

SUBMITTED BY: Jessica Silva, Code Enforcement Superintendent and Valerie S. Chacon, Deputy City Attorney

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified a property which presents health, life and safety hazards, which warrant remediation. The property is in dire need of repair. The property is located at 118 N. Jefferson and is ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the properties.

Fiscal Impact:

Reviewed By: _____

Finance Department

The demolition and clean-up of these properties will cost approximately \$3,180.32. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

1. Resolution
2. Photos of property contained in Attachment "A".
3. Attachment "A"

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining 118 N. Jefferson as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

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. 7194

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE REMOVAL FROM THE MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structure thereon are ruined, damaged, and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	118 N. Jefferson Hobbs, Lea County, NM *Lot Fourteen (14), Block Twenty-four (24), All Hobbs Addition to the City of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed August 2, 1957.	Nick Maestas (Maestas Financial Services)	1031 Valerie Circle Santa Fe, NM, 87505	\$3,180.32

118 N JEFFERSON





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 2022

SUBJECT: RFP 531-22, Furnish Chlorine Based Disinfection Products
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: April 14, 2022
SUBMITTED BY: Tim Woomey, Utilities Director

Summary:

Proposals were opened for RFP 531-22, Furnish Chlorine Based Disinfection Products. These disinfecting products will be used by the City's Park and Utilities departments.

The RFP was advertised on March 20, 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 DPC Industries being the sole proposer.

<u>Company</u>	<u>Total Price Submitted per RFP (Not including NMGRT)</u>
DPC Industries	One (1) ton cylinders – Chlorine Gas; 50,000 pounds per year \$0.9895/lb. 150 Pound cylinders – Chlorine Gas; 15,000 pounds per year \$1.3357/lb Bulk – Sodium Hypochlorite; 190,000 pounds per year \$0.3485/lb 55 Gallon Drums – Sodium Hypochlorite; 5,000 pounds per year \$0.4250/lb

Fiscal Impact:

Reviewed By: 
Finance Department


One (1) ton cylinders – Chlorine Gas; 50,000 pounds per year	\$49,475.00/year
150 Pound Cylinders – Chlorine Gas; 15,000 pounds per year	\$20,035.50/year
Bulk – Sodium Hypochlorite; 190,000 pounds per year	\$66,215.00/year
55 Gallon Drums – Sodium Hypochlorite; 5,000 pounds per year	\$2,125.00/year

Funds to purchase these disinfecting products are included in the FY 2022-2023 Parks and Utilities budgets. These are projected costs based on usage history.

Attachments:

RFP 531-22, Evaluation Worksheet, Agreement to Furnish Chlorine Based Disinfection Products, RFP 531-22 Addendum 1.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Award RFP 531-22, and enter into an agreement with DPC Industries, Inc to provide services and materials as proposed.

Approved For Submittal By:

Department Director

City Manager

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

REQUEST FOR PROPOSAL NUMBER 531-22
Furnish Chlorine Based Disinfection Products

EVALUATION WORKSHEET

Criteria	Wt. Factor	DPC Ind.	
1. Response to Project Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.	40	40.0	
2. Record of Performance Past record off performance by Offeror for product delivery and pickup.	30	30.0	
3. Cost Projected annual costs to the City of Hobbs based on total estimated annual cost. (Pg 4)	30	30.0	
4. NM Resident/Veteran Preference	10	0.0	
<u>TOTAL SCORE</u>	110	100.0	

Evaluation Committee: Bill Griffin WWRF Supt, Lyndsey Henderson Core Director, Chris Maynard Production Supt.

REQUEST FOR PROPOSAL NUMBER 531-22
Furnish Chlorine Based Disinfection Products

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<u>TOTAL SCORE</u>	110	100.0	

Signature of reviewer:



REQUEST FOR PROPOSAL NUMBER 531-22
Furnish Chlorine Based Disinfection Products

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<u>TOTAL SCORE</u>	110	100.0	


Signature of reviewer:



REQUEST FOR PROPOSAL NUMBER 531-22
Furnish Chlorine Based Disinfection Products

EVALUATION WORKSHEET

Criteria	Wt. Factor	DPC Ind.	
1. Response to Project	40	0.0	40
Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.			
2. Record of Performance	30	0.0	30
Past record off performance by Offeror for product delivery and pickup.			
3. Cost	30	0.0	30
Projected annual costs to the City of Hobbs based on total estimated annual cost. (Pg 4)			
4. NM Resident/Veteran Preference	10	0.0	0
<u>TOTAL SCORE</u>	110	0.0	100

Signature of reviewer: 

accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

F. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

EVALUATION CRITERIA

Proposals must specifically address each of the following criteria. Each proposal may be awarded points up to the maximum amount of available points listed.

<u>Criteria</u>	<u>Available Points</u>
1. Response to Project RFP Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.	[40]
2. Record of Past Performance Past record of performance by Offeror for product delivery and pickup.	[30]
3. Cost	[30]

Projected annual cost to the City of Hobbs based upon:

One Ton Cylinders - Chlorine gas: (Estimated Usage of 50,000 pounds per year)	\$ <u>9895</u> per pound	<i>X</i> HARMAN FEE'S INCL.
150 Pound Cylinders - Chlorine gas: (Estimated Usage of 15,000 pounds per year)	\$ <u>1,3357</u> per pound	
^{16-12.5%} Sodium Hypochlorite (10%), Bulk: (Estimated Usage of 190,000 pounds per year)	\$ <u>3405</u> per pound	
Sodium Hypochlorite (12-15%), 55 Gallon Drum: (Estimated Usage of 5,000 pounds per year)	\$ <u>4250</u> per pound	

INSTRUCTIONS TO PROPOSERS

I. SUBMITTING PROPOSALS

A. Sealed proposals will be received in the Finance Department, 200 E. Broadway, Hobbs, New Mexico, in accordance with the Proposal Advertisement. Offerors shall use the proposal form included with the scope of work. Proposal forms must bear the appropriate

REQUEST FOR PROPOSAL NO. 531-22

FURNISH CHLORINE BASED DISINFECTION PRODUCTS

City of Hobbs, New Mexico

The City of Hobbs, New Mexico is requesting proposals from qualified Offerors interested in furnishing CHLORINE BASED DISINFECTION PRODUCTS as specified. Written proposals will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E. Broadway, Hobbs, NM 88240.

DEADLINE - 2:00 pm March 31, 2022

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened. Request for Proposal may be procured without charge from the office of the City Finance Director. Questions concerning this proposal should be directed to Shelly Raulston, Procurement Specialist at (575) 397-9244.

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

CITY OF HOBBS, NEW MEXICO

Manny Gomez, Acting City Manager

Publication Date: March 20, 2022

The City of Hobbs Utilities Department is requesting proposals to furnish CHLORINE BASED DISINFECTATION PRODUCTS that are used for disinfection of its potable water, waste water, and recreational pools. The City requests that your proposal be made in conformance with the guidelines contained herein on the proposal form. The contract will be awarded to the company with the proposal determined to be the most advantageous to the City of Hobbs and based on the evaluation criteria specified.

EVALUATION OF PROPOSAL

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

- A.** Proposals shall be evaluated on the basis of Offeror's capacity to furnish and deliver chlorine based disinfection products. These products refer to, and are limited to, Chlorine Gas (99.9%) in one (1) ton cylinders, Chlorine Gas (99.9%) in 150 pound cylinders, Sodium Hypochlorite (10% available Chlorine) in bulk, and Sodium Hypochlorite (12%-15% available Chlorine) in 55 gallon drums. Bulk deliveries may include, but are not limited to, tanker loads, chemical totes, etc. Offeror shall be capable of providing Chlorine Gas in one (1) ton gas chlorine cylinders and 150 pound gas chlorine cylinders and provide Sodium Hypochlorite in bulk and 55 gallon drums. Offeror must have the ability to transfer bulk deliveries of Sodium Hypochlorite into three (3) onsite 500 gallon chemical storage tanks. Offeror will be solely responsible for providing the means and method for the safe and efficient transfer of Sodium Hypochlorite into the City's chemical storage tanks. This includes providing qualified personnel and the proper equipment to perform the transfer of Sodium Hypochlorite. Shipments of Sodium Hypochlorite must be accompanied by the Certificate of Analysis for that batch/load. Offeror will be evaluated on their ability to deliver and pickup containers to site of use in a timely and efficient manner. Offeror shall furnish the cost per pound (\$/pound, USD) of the following estimated annual quantities of Chlorine based disinfection products:

1. One (1) ton cylinders – Chlorine Gas	50,000 pounds per year
2. 150 pound cylinders – Chlorine Gas	15,000 pounds per year
3. Bulk - Sodium Hypochlorite	190,000 pounds per year
4. 55 Gallon Drums - Sodium Hypochlorite	5,000 pounds per year

Offeror will be evaluated on a cost per pound of Chlorine based disinfection products and additional evaluation factors as set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

1. Acceptable;
2. Potentially acceptable, that is, reasonably assured of being made acceptable, or;
3. Unacceptable (Bidder's whose proposals are unacceptable shall be notified promptly).

- B.** The City of Hobbs shall have the right to waive technical irregularities in the form of the proposal of Offeror's, which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).

NUMBER, FORM, AND STYLE OF PROPOSALS

- A. Offerors shall provide **FIVE (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- B. A recommended maximum of **TEN (10)** pages, including title, index, etc., not including MSDS information or front and back covers.
- C. The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:
- 1) Response to Project RFP. List your company's approach and ability to provide specialized services and chemicals related to providing Chlorine based disinfection products. List your company's ability and equipment for determining product effectiveness based upon approved testing procedures; include a listing of contract laboratories to be used, if any.
 - 2) Past Record of Performance. List two (2) municipal users where the proposed chemical(s) are currently, or have been, utilized. Provide the name of the entity, a brief description of the application and Chlorine based disinfection product used, and name of contact person, including phone number, who can discuss Offeror's services and products. Provide any pertinent information relevant to the user's system, flows, waste-stream characteristics, and products utilized.
 - 3) Chemical Specifications. Provide proposed chemical(s) MSDS sheets and fact sheet(s) if available. List chemical(s) re-supply methods and ability to meet monthly re-supply frequency.
 - 4) Estimated Annual Costs. Provide an estimate of annual costs for the services and products being requested in RFP 531-22. Do not include any taxes from which municipalities are exempt. Tax exempt certificates will be furnished, if needed. Projected costs should be broken down as:
 - Annual preventive maintenance and repair fee, if applicable
 - Chemical costs in price per pound (\$/pound), to include fees associated with fuel surcharges, cylinder rental, and drum cleaning to be included in the cost per pound (\$/pound).
 - All deliveries of Sodium Hypochlorite to have Certificate of Analysis indicating strength.
 - Projected total annual cost to the City of Hobbs in price per pound (\$/pound) for one (1) ton cylinders, 150 pound cylinders, Sodium Hypochlorite in bulk (10% available Chlorine), and Sodium Hypochlorite in 55 gallon drums (12% – 15% available Chlorine) for products delivered to various sites of use.
- D. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- E. Offeror's may request in writing nondisclosure of confidential data. Such data should

accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

F. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

EVALUATION CRITERIA

Proposals must specifically address each of the following criteria. Each proposal may be awarded points up to the maximum amount of available points listed.

<u>Criteria</u>	<u>Available Points</u>
1. Response to Project RFP Offeror’s ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.	[40]
2. Record of Past Performance Past record of performance by Offeror for product delivery and pickup.	[30]
3. Cost	[30]

Projected annual cost to the City of Hobbs based upon:

One Ton Cylinders - Chlorine gas: (Estimated Usage of 50,000 pounds per year)	\$ _____ per pound
150 Pound Cylinders - Chlorine gas: (Estimated Usage of 15,000 pounds per year)	\$ _____ per pound
Sodium Hypochlorite (10%), Bulk: (Estimated Usage of 190,000 pounds per year)	\$ _____ per pound
Sodium Hypochlorite (12–15%), 55 Gallon Drum: (Estimated Usage of 5,000 pounds per year)	\$ _____ per pound

INSTRUCTIONS TO PROPOSERS

I. SUBMITTING PROPOSALS

A. Sealed proposals will be received in the Finance Department, 200 E. Broadway, Hobbs, New Mexico, in accordance with the Proposal Advertisement. Offerors shall use the proposal form included with the scope of work. Proposal forms must bear the appropriate

signature to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), offerors shall complete the attached Campaign Contribution Disclosure form. Failure to complete the attached proposal document in accordance with all instructions provided is cause for the City of Hobbs to reject proposals.

- B. Proposals must be submitted in a sealed envelope with the outside marked: **PROPOSAL NO 531-22 FURNISH CHLORINE BASED DISINFECTION PRODUCTS.**
- C. Billing shall not include Federal Excise Tax. (City will provide verification as necessary to validate tax-exempt status).
- D. Request for Proposal Amendments - Should any amendment to this Request for Proposal be deemed necessary between issuance of the request for Proposals and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
- E. It is the offeror's responsibility to deliver his proposal to the proper place and at the time designated. The fact that a proposal was dispatched will not be considered.
- F. Proposal Evaluation – An Evaluation Committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine the best responsible proposal. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City of Hobbs will forward recommendations to the City Commission, which will make the final award. The City reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive formalities.
- G. It is agreed that proposals accepted by the City shall be valid for a period of ninety (90) days following the date of proposal opening.
- H. Any questions or clarifications regarding this proposal must be submitted to the Finance Department no later than five (5) days prior to the proposed deadline. No verbal changes shall take place during any conversations. Only written changes are acceptable.

II. TERM OF CONTRACT

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

shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No agreement shall be effective until it has been fully executed by all of the parties thereto.

III. SERVICES

- A. WARRANTY: The Offeror agrees that the supplies or services furnished under this proposal shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this proposal. Vendor agrees not to disclaim warranties of fitness for particular purpose of merchantability.

IV. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in proposals, and to reject any or all proposals or portions thereof. They may award to the offeror whose proposal is deemed to be in the best interest of the City of Hobbs.
- B. To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by offeror prior to scheduled deadline. Failure to do so will be just cause for rejection of proposal.
- C. Proposals may be withdrawn upon receipt of written request, prior to scheduled deadline for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by offeror. Resubmitting must be prior to scheduled deadline for consideration.

V. PAYMENT

- A. Payment for services will be made on a monthly basis. Payment will be made within thirty (30) days after invoice receipt and certified by the City of Hobbs that all terms have been met.

GENERAL DESCRIPTION

The City of Hobbs is seeking the services of a duly authorized vendor or distributor to provide annual services and products for disinfection of potable water, waste water, and recreational pools.

Potable Water System

The City of Hobbs Potable Water system conveys an average of 12 MGD of potable drinking water using gaseous Chlorine in 150 pound cylinders as a disinfectant.

Wastewater Reclamation Facility (WWRF)

The City of Hobbs WWRF discharges an average of 3.2 MGD of wastewater that is disinfected with gaseous Chlorine using one (1) ton cylinders. The WWRF also uses Sodium Hypochlorite (12 – 15% Available Chlorine), in 55 gallon drums, as a backup disinfection agent.

Pools

The City of Hobbs has seven (3) recreational outdoor pools (Humble, Heizer, and Del Norte) that are disinfected using gaseous Chlorine in 150 pound cylinders. The CORE contains four (4) indoor recreational, therapeutic, and competition pools that are disinfected using Sodium Hypochlorite (10% Available Chlorine) contained in three (3) 500 gallon onsite chemical storage tanks.

PROPOSAL

This request for proposals is for Offerors to list their company's ability to safely and reliably provide Chlorine Gas (99.9%) in one (1) ton and 150 pound cylinder, Sodium Hypochlorite (10% Available Chlorine) in bulk, and Sodium Hypochlorite (12–15% Available Chlorine) in 55 gallon drums for the disinfection of potable water, wastewater, and recreational pools.

Offeror will be responsible to provide maintenance/repairs on leased equipment, and be responsive to any requests from local, state or federal authorities for information regarding chemical(s), services, insurances or other items as a condition of agreement between Offeror and the City of Hobbs. Offeror acknowledges that several chemical injection sites are located in public places and will be held responsible for properly labeling products, clean up of spills and adherence to applicable safety standards.

Offeror is requested to deliver the products to the usage sites and pick up empty containers. Offerors price shall include any rental fees, pickup fees, and disposal fees. Usage sites are all located in the City of Hobbs and are listed as follows:

One (1) ton cylinders (Gas)	Wastewater Reclamation Facility, 1300 S. 5 th Street
150 pound cylinders (Gas)	Jefferson Reservoir, 2304 Jefferson St.
	Snyder Reservoir, 928 E. Snyder St.
	HIAP Reservoir, 6410 N. A St.
	Hydro Reservoir, 5419 W. Lovington Hwy.
	Del Norte Reservoir, 1801 W. Joe Harvey Blvd.

During the months of May, June, July, and August:

150 pound cylinders (Gas) Del Norte Aquatic Center, 4314 N. Grimes
Humble Pool, 700 N. Grimes
Heizer Pool, 215 E. Castle St.

Sodium Hypochlorite (12%-15%)

55 gallon drums WWRP (as needed), 1300 S. 5th Street

Sodium Hypochlorite (10%) City of Hobbs CORE Building, 4827 N. Lovington Hwy.
Bulk Delivery (To be pumped into onsite chemical storage tanks)

AGREEMENT

Upon the closing date of RFP, an evaluation committee will rate the proposals received based upon the evaluation criteria. Negotiations to establish an annual agreement will be held between that Offeror who rated highest and the City of Hobbs to provide the services requested on an annual basis. Should a mutually acceptable agreement not be reached with that Offeror who rated highest, the City shall begin negotiating with the Offeror with the next higher rating and so forth until an agreement can be established. At the City's discretion, this agreement may be renewed annually, for a not to exceed total of three (3) consecutive years, if no changes to contract are requested by either Contractor or City.

PROPOSAL 531-22

FURNISH CHLORINE BASED DININFECTION PRODUCTS

TO: The City of Hobbs, New Mexico

_____, 2022

Proposal of _____:

A) A Corporation under the laws of the State of _____; or

B) A partnership consisting of _____; or

C) An individual trading as _____.

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

Resident Preference No

COMPANY

BY:

TYPE OR PRINT NAME

ADDRESS

TELEPHONE NUMBER

CITY STATE ZIP

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

DO NOT RETURN "REQUEST FOR PROPOSAL FORM" IN CASE OF A "NO BID".
IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING
AMENDMENT(S):

AMENDMENT NO:___ DATED:___ AMENDMENT NO:___ DATE:

AMENDMENT NO:___ DATED:___ AMENDMENT NO:___ DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

“Prospective contractor” means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

Signature of Business Representative*

Date

*Must be an authorized signatory for the Business.

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

NON-COLLUSION AFFIDAVIT

STATE OF _____)

City OF _____)

_____, (name) being first duly sworn, deposes and

says that he/she is (Title) _____

of (organization) _____

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

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

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

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

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

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

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 2018

Notary Public: _____

My Commission Expires: _____

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

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

YES ___ NO ___

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

Sales, Purchase or leasing of property? YES ___ NO ___
Receiving, furnishing of goods, services YES ___ NO ___
or facilities?
Commissions or royalty payments? YES ___ NO ___

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

YES ___ NO ___

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

YES ___ NO ___

5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs?

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

YES ___ NO ___

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

Signature of Owner or Company President _____ Date _____

(Print Name and Title): _____

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

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

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

I acknowledge:

Company Name: _____

Signature _____

Print Name _____



FINANCE DEPARTMENT
Shelly Raulston – PURCHASING SPECIALIST

200 E. Broadway Street
Hobbs, NM 88240

575-397-9244 bus
575-397-9450 fax

ADDENDUM NUMBER 1

CITY OF HOBBS

Furnish Chlorine Based Disinfection Products

RFP 531-22

DATE: March 30, 2022

The following changes and clarifications shall be made to the bid documents for the above mentioned project.

1. PAGE 1

Deadline change to **April 5, 2022 at 2PM.**

2. PAGE 4

3. Cost- Sodium Hypochlorite (**10%-12.5%**), Bulk; (Estimated Usage of 190,000 pounds per year

Please acknowledge receipt of this addendum by placing the number “1” or writing “one” on page 9.

<<<<END OF ADDENDUM No. 1>>>>



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of _____, 20 ____, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and DPC Industries, Inc., an independent contractor with a business address of No. 8 Industrial Drive, Sweetwater, Tx 79556 (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

Scope of Services is included in Exhibit A: Agreement for Professional Services (RFP 531-22). Please see Exhibit A.

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ Per Contract Pricing inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Accounts Payable, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ Per Contract Pricing. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being given by the City of Hobbs' City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not given by the City of Hobbs' City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to this Agreement to unilaterally reduce funding, Contractor shall have the option to terminate this Agreement or in its alternative, to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ 1,000,000.00 per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, 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 attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. 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 City, ATTN: Accounts Payable, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at No. 8 Industrial Drive, Sweetwater, Tx 79556 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of City.

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

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

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. 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. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at Accounts Payable; **and**
Contacting City via e-mail at tspears@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the legal power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Account No.: _____
Various accounts by Department

Finance Director:

Finance Director

Contractor Approval:

Contractor Signature

City Attorney "as to form" Approval:

City Attorney

City Manager Approval:

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

City Clerk

Mayor Approval:
(Professional Service Contracts over
\$75,000)

Mayor

EXHIBIT A: AGREEMENT FOR PROFESSIONAL SERVICES (RFP 531-22)
ARTICLE II

SCOPE OF SERVICES

1) CONTRACTOR agrees to perform the following services:

- a) CONTRACTOR shall furnish and deliver Chlorine Based Disinfection Products consisting of, and are limited to, Chlorine Gas (99.9%) in one (1) ton cylinders, Chlorine Gas (99.9%) in 150 pound cylinders, Sodium Hypochlorite (10 – 12.5%), chemical concentration to be specified per order, in Bulk and 55 gallon drums. Bulk deliveries may include, but are not limited to, tanker loads, chemical totes, etc. CONTRACTOR must have the ability to transfer bulk deliveries of Sodium Hypochlorite into three (3) onsite 500 gallon chemical storage tanks. Contractor will receive 5-7 days lead time for bulk deliveries to the CORE Building. CONTRACTOR will be solely responsible for providing the means and method for the safe and efficient transfer of Sodium Hypochlorite into the City's chemical storage tanks. CONTRACTOR will provide qualified personnel and the proper equipment to perform the transfer of Sodium Hypochlorite. All shipments of Sodium Hypochlorite will have a Certificate of Analysis for that batch/load. CONTRACTOR shall provide delivery of Chlorine Based disinfection products to each point of use. The points of use are:

One (1) ton cylinders (Gas)	Wastewater Reclamation Facility, 1300 S. 5 th Street
150 pound cylinders (Gas)	Jefferson Reservoir, 928 E. Snyder Street
	HIAP Reservoir, 6410 M. A Street
	Hydro Reservoir, 5419 W. Lovington Hwy
	Del Norte Reservoir, 1801 W. Joe Harvey Blvd.

During the months of May, June, July, and August:

150 pound cylinders (Gas)	Del Norte Aquatic Center, 4314 N. Grimes
	Humble Pool, 700 N. Grimes
	Heizer Pool, 215 E. Castle St.

Sodium Hypochlorite (10-12.5%)	
55 Gallon Drums	WWRF (as needed), 1300 S. 5 th Street
Bulk Delivery	City of Hobbs CORE Bldg, 4827 N. Lovington Hwy.

- b) In the event of improper chemical formulation, equipment failure or other factors that may affect treatment, CONTRACTOR shall notify CITY in a timely manner. CONTRACTOR shall be responsive to concerns of CITY regarding Chlorine Based Disinfection Products and other matters of this agreement.
- c) CONTRACTOR shall provide chemical storage containers at WWRF, Reservoirs, and Pools only. These containers shall be, properly reconditioned and refilled, one (1) ton cylinders, 150 pound cylinders, and 55 gallon drums. The Core Building has bulk tanks for Sodium Hypochlorite that the City of Hobbs maintains. Containers shall be appropriately labeled identifying the contents, hazards, fire extinguishing measures, safety equipment required and emergency phone number of CONTRACTOR and CHEM-TREC. SDS sheets for all chemicals shall be provided to CITY prior to delivery, with the CITY reserving the right to refuse the usage of any product if said usage would create a danger to the public, treatment works, or result in a violation of any local, state or federal regulations. SDS sheets shall accompany all shipments, and be placed in an on-site SDS logbook. Buildings shall have signage on all exterior doors containing product identification and emergency phone numbers.
- d) CITY shall purchase from CONTRACTOR those chemical product(s) to be injected into the process streams to allow for disinfection of potable water, recreational pools, and wastewater for one (1) year provided all other conditions of contract are met. CONTRACTOR shall be responsible for any fees associated with the ordering, delivering and unloading of chemical treatment product(s) into storage containers during the term of this agreement and holds CITY harmless for any of these charges.
- 2) CONTRACTOR agrees that for the work and services herein described, the fees shown under Article II, Paragraph 2, are and shall be just and fair compensation for the project.
- 3) TERM OF AGREEMENT: The term of this Agreement shall commence on the date as first written above and shall continue for one (1) year and, thereafter, shall be automatically extended at one (1) year increments for a total, not to exceed, of three additional one (1) year terms, unless sooner terminated in accordance with the provisions of this Agreement.

ARTICLE II

- 1) CITY will make available to CONTRACTOR such records as may be available and pertinent for the purposes of accomplishing the work herein described. This includes:
 - a) Past, current, and estimated usage of Chlorine Based Disinfection Products to facilitate CONTRACTOR'S scheduling, procurement, etc.

- 2) For the services outlined in Article I, Section A, the City agrees to pay CONTRACTOR in accordance with the rates listed below.
 - a) One (1) ton cylinders of Chlorine Gas delivered to the WWRF and those services outlined in Article I A.
\$ 0.9895 per pound.

 - b) 150 pound cylinders of Chlorine Gas delivered to various points of use and those services outlined in Article I A for one (1) year.
\$ 1.3357 per pound

 - c) Provide Bulk Sodium Hypochlorite (10-12.5% available Chlorine) delivered to the CORE Building bulk tanks and those services outlined in Article I A for a period of one (1) year.
\$0.3485 per pound (\$3.55 per gallon)

 - d) Provide Sodium Hypochlorite (10-12.5% available Chlorine) in 55 gallon drums delivered to the WWRF as needed and those services outlined in Article IA for one (1) year.
\$0.4250 per pound (\$4.32 per gallon)

- 3)The total cost not to exceed figures listed above shall include all necessary labor, equipment, materials, supplies, supervision, overhead, travel, per diem, planning, coordination, and all other costs necessary to complete the work as specified.

4) Payment for services provided will be provided within 30 days of receiving an approved invoice. Applicable State Gross Receipts Tax in effect at the time of invoicing shall be added to each invoice. Contractor shall be responsible for all taxes and related reporting requirements.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR LIBERTY CROSSING SUBDIVISION UNIT 2. Located southeast of the intersection of Glorietta and Jefferson within the municipal boundaries, submitted by ALJO, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: April 25, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Liberty Crossing Subdivision Unit 2 is submitted by ALJO, LLC. The subdivision is located southeast of the intersection of Glorietta and Jefferson within the municipal boundaries. The subdivision encompasses +/- 11.56 acres and will contain 54 single family residential lots. A Bond is being presented to the City of Hobbs to ensure completion of public infrastructures. The dollar amount of uninstalled public infrastructure was estimated to be \$202,740.90 not including GRT on April 15, 2022. The City Engineer has approved the Engineer of Records completion estimate. The Bond, in the amount of \$202,740.90, has been approved by the Finance Director, City Attorney and the Development Director. The Planning Board consider this item at an April 19, 2022 regular meeting and voted 5-0 to recommend approval.

Fiscal Impact: Reviewed By: Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Final Plan, Draft Planning Board Minutes.

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

Recommendation:
Approval of the Resolution to approve the Final Plat of Liberty Crossing Subdivision Unit 2.

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

RESOLUTION NO. 7195

**A RESOLUTION TO APPROVE THE FINAL PLAN FOR LIBERTY CROSSING
SUBDIVISION UNIT 2.**

WHEREAS, ALJO, LLC has submitted a Final Plan for Liberty Crossing Subdivision Unit 2; and

WHEREAS, a Bond has been submitted in an amount to secure the placement of all public infrastructures not in place as of this date.

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 to Liberty Crossing Subdivision Unit 2; 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 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

LIBERTY CROSSING UNIT 2 - ENGINEER'S ESTIMATE TO COMPLETE 4-15-22

UNIT 2 - EPOCA, AVENTURA, LABREA & BRAZOS					
1	6" SUB-GRADE PREPARATION	6,193	SY	\$2.00	\$12,386.00
2	6" BASE COURSE	6,193	SY	\$9.96	\$61,682.28
3	PRIME PEP (0.25	6,193	SY	\$1.27	\$7,865.11
4	2" HOT-MIX SP IV	6,193	SY	\$11.90	\$73,696.70
5	VALLEY GUTTERS				\$2,340.00
6	FILLETS				\$3,360.00
7	MH & VALVE ADJUSTMENTS				\$1,180.00
8	CURB & GUTTER	1300	LF	\$21.00	\$27,300.00

SUBTOTAL	\$189,810.09
GRT	\$12,930.81
TOTAL	<u>\$202,740.90</u>





Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. CNB-40488-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, ALJO Development Company, LLC, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and doing business and under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto City of Hobbs, as Obligee, in the sum of Two Hundred and Two Thousand Seven Hundred and Forty Dollars and Ninety Cents Dollars (\$ 202,740.90) for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Liberty Crossing Unit 2, Subdivision, in Hobbs the following improvements: Liberty Crossing Unit 2 - Paving & Concrete, Curb & Gutters, Epoca, Aventura, Labrea & Brazos .

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 20th day of April, 2022.

ALJO Development Company, LLC Principal

BY: [Signature]

INSURORS INDEMNITY COMPANY

BY: William W. Burke, Attorney-in-Fact



POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-40488-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

William W. Burke of the City of Las Cruces, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

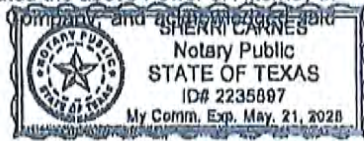
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company and authorized the said Power of Attorney to be the voluntary act and deed of the Company.

Sherrri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such Instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 20th day of April, 2022.

Tammy Tieperman
Tammy Tieperman, Secretary

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You may also write to Insurors Indemnity Company at:

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Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

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You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

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Usted tambien puede escribir a Insurors Indemnity Company:

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Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

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1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

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UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Mr. Dennis Holmberg expressed his concern regarding the affect the new housing development, Trinity Estates, construction is having on the neighborhood he resides in. Mr. Holmberg explained the grading in the area is causing water to go onto his property, which is causing flooding and dirt and rocks to go onto his street. He also stated he would like for the developer to communicate with the existing homeowners regarding the plans for the housing development and any concerns the homeowners may have.

Mr. Hicks thanked the citizens for coming and voicing their concerns.

Action Items

4.) Review and Consider Final Plan Approval for Liberty Crossing Unit 1, as presented by property owner, ALJO, LLC.

Mr. Robinson explained the agenda is incorrect and said this is the final plan approval for Liberty Crossing, Unit 2, not Unit 1. Mr. Robinson stated Liberty Crossing, Unit 2 is located in the west half of Section 23, Township 18 South, Range 38 East. Mr. Robinson stated, that if approved, there will be a new bond issued for Unit 2 prior to being presented to the Hobbs City Commission for approval. He said Glorietta Drive, "at least" to the eastern boundary of the subdivision, will be dedicated with the Liberty Crossing, Unit 2 subdivision.

Mr. Randall stated the roadway dedication is not included on the plat with the subdivision. He explained the roadway dedication is half a mile or more and caused the plat to be too cluttered. Mr. Randall further explained the full subdivision and dedication will be presented on separate plats to the Hobbs City Commission for approval.

Mr. Robinson stated side yards or rear yards for secondary vehicular access to any lot created herein is prohibited.

In response to Mr. Hicks's question, Mr. Robinson stated vehicular access south of La Brae Avenue is prohibited due to visual obstruction.

Mr. Hicks stated the Planning Board is reviewing and considering the approval of the final plans with a bond prior to finishing the infrastructure so that the lots can be sold.

Mr. Ramirez made a motion to approve the final plan for Liberty Crossing, Unit 2, seconded by Mr. Sanderson to recommend approval as amended. The vote on the motion was 4-0 and the motion carried.

3.) Review and Consider Side Yard Setback Variance as submitted by property owner for property located at 4721 Big Cy Road.

Mr. Robinson explained the this is a variance request for side yard setback variance for the property located at 4721 Big Cy Road.

Mr. Kesner made a motion to accept the variance, seconded by Mr. Ramirez.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 2, 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: April 26, 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 between ("CBA") between the parties that is set to expire on June 30, 2021. The City and Union have finalized negotiations approval of the proposed CBA by the City Commission.

Noted provisions include: 1) The CBA is for three (3) years and shall 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, 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.

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

CITY OF HOBBS

RESOLUTION NO. 7196

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 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT
BETWEEN
THE CITY OF HOBBS
AND
THE HOBBS POLICE OFFICERS
ASSOCIATION

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:

Police Union - Compensation Plan - 2022 to 2025		
Crime Scene Technician		
Step	Occurs at Year (Anniversary)	Hourly Wage
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

Police Union - Compensation Plan - 2022 to 2025		
Detention Officer		
Step	Occurs at Year (Anniversary)	Hourly Wage
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	\$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 \$2000.00. 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 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 \$2000.00. 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 assigned as VMO Techs will receive a **VMO Tech Incentive** payment on the pay period following their anniversary date in the amount of \$2000.00. 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 assigned as K9 handlers will receive a **K9 Handler Incentive** payment on the pay period following their anniversary date in the amount of \$2000.00. 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 assigned to the SWAT will receive a **SWAT Incentive** payment on the pay period following their anniversary date in the amount of \$2000.00. 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 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 \$2000.00. 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 Drone Pilot/Operator will receive a **Drone Incentive** payment on the pay period following their anniversary date of certification in the amount of \$2000.00. 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 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 \$2000.00. 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 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 \$2000.00. 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 \$2000.00. 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.

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 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 10th 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. 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.

Jorge Soriano, 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: May 2, 2022

SUBJECT: A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, LEA COUNTY LODGE NO. 9

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: April 26, 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 Fraternal Order of Police, Lea County Lodge No. 9 ("Union") participated in collective bargaining negotiations on March 15-16, 2022. The Union was certified for the first time by the City of Hobbs Labor Management Relations Board in 2021 and this is the first collective bargaining agreement between ("CBA") between the parties. The City and Union have finalized negotiations and seek Commission approval of the proposed CBA.

Noted provisions include: 1) The CBA is for three (3) years and shall 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 as a sergeant for compensation increases; 3) The starting pay for sergeants with the HPD will be \$38.00 an hour; 4) The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases; 5) Other sections largely consistent the CBAs with the other unions.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

FY23 salary and benefits will increase approximately \$228,657.00 from the FY22 budget for the same position. FY24 will increase that figure by approximately \$27,690.00 and FY25 will add an additional increase to the budget of approximately \$24,732.00.

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

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7197

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING
AGREEMENT WITH THE FRATERNAL ORDER OF POLICE,
LEA COUNTY LODGE NO. 9

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.140, the City of Hobbs and the Fraternal Order of Police, Lea County Lodge No. 9 (“Union”) have entered into and participated in negotiations regarding a new Collective Bargaining Agreement (“CBA”); and

WHEREAS, the Union was first certified by the City of Hobbs Labor Management Relations Board in 2021, and therefore this is the Union’s first proposed CBA; and

WHEREAS, the City of Hobbs and the Union negotiated the proposed CBA on March 15-16, 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 Fraternal Order of Police, Lea County Lodge No. 9.

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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PREAMBLE

The City is engaged in furnishing essential public services vital to the health, safety, and welfare of the population of the City of Hobbs. Both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services. Both parties recognize this mutual responsibility and have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of sound, stable, and peaceful labor relations between the City and its employees with the purpose of an equitable and peaceful procedure for the resolution of differences. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of New Mexico, except as modified in the agreement. The parties have reached an understanding concerning wages, hours, and conditions of employment, and have caused the understanding to be set out in this agreement.

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 no probationary Sergeants of the Hobbs Police Department.
- 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 can use the City's or department's e-mail for the dissemination of Union literature or correspondence.
- B. The Union can use City time, equipment, property, or materials for Union business.
- C. The City shall make available to the Union, upon its written request, any public information and any internal affairs files in accordance with applicable law.

Section 2.02: Employees have the right 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 dues or assessments shall not include any fines. 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 shall not deduct any assessments from an employee's paycheck. Any assessments will be addressed directly through the Union and its membership.

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 exercise of management rights that allegedly violate specific provisions of this contract are subject to the grievance procedure.

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 (2020)) Sergeants 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. If a temporary assignment extends for more than thirty (30) days, then the most senior employee shall be afforded the opportunity to accept or reject the assignment. If all employees reject the temporary assignment, then the employee with the least seniority shall be selected for the assignment.

Section 5.02: The standard workweek shall equal forty (40) hours for all employees, regardless of their particular schedule, unless otherwise designated by the City Commission. The standard workweek shall begin Sunday at midnight and end on Saturday at 11:59 PM.

ARTICLE 6 COMPENSATION AND BENEFITS

Section 6.01: Each employee covered by the terms of this Agreement shall be paid in accordance with the written job description, and grade and step salary schedule for his/her job classification and in addition Incentive Pay outlined in this agreement effective July 1, 2022.

Section 6.02: The method of classification shall remain in full force and effect until changed in writing by mutual agreement through negotiations by the parties of this agreement.

Section 6.03: The parties agree to the adoption of a “Step Plan” to govern compensation of Employees. The agreement shall be for three years as outlined herein.

There shall be adopted a five (5) step plan. There shall be adopted three percent (3%) increase per step.

The steps shall be set forth as follows:

Sergeant Step Pay Plan July 1, 2022 to June 30, 2025		
Step	Hourly Salary	Explanation of Base Salary/Step Increase
Base Salary	\$38.00	Applies to all newly hired/promoted sergeants
Step One	\$39.73	Applies to sergeants with at least one (1) year in time in rank
Step Two	\$40.92	Applies to sergeants with at least two (2) years in time in rank
Step Three	\$42.15	Applies to sergeants with at least three (3) years in time in rank
Step Four	\$43.41	Applies to sergeants with at least four (4) years in time in rank
Step Five	\$44.72	Applies to sergeants with at least five (5) years in time in rank

Steps outlined herein shall be achieved on the employee’s promotion date to sergeant and shall be paid on the first full pay period following the employee’s promotion date.

Section 6.04: Longevity

Longevity pay shall be in accordance with the City of Hobbs Administrative Regulation (AR) 18-01 related to the Longevity Pay Program, as may be amended from time to time.

Longevity pay as outlined above, shall be paid the first full pay period following the employee’s anniversary date.

Additionally, the parties understand that any increase will need to be approved by the New Mexico Department of Finance and Administration (DFA). Bargaining unit employees will not receive any additional Cost of Living Adjustment (COLA) or merit adjustment for the term of this Agreement.

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 off time, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. For purposes of this provision, “called in for duty” means the employee is required to physically respond to the location in question. “Called in for duty” does not include short phone calls, emails, or text messages. 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 may be issued a court subpoena at various times. In the event that the employee is called in for court via subpoena, on

their off time, 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.

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.

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 lateral sergeants, the probationary period shall be 2080 field hours as a police sergeant with the Hobbs Police Department. Time spent in the academy for New Mexico Law Enforcement Certification shall not be credited against the 2080 field hours. Time spent on unpaid leave of absence shall not be credited for completion of the probationary period.

Newly promoted sergeants are members of the bargaining unit and are entitled to all rights under this agreement. Newly hired lateral sergeants are probationary employees for purposes of the City of Hobbs personnel rules. However, the Union may choose to provide representation to the newly hired lateral sergeants during any disciplinary matters during their 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: Sergeant Seniority Calculation

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

- A. Promotion date to sergeant or lateral hire date as sergeant.
- B. When two or more sergeants are promoted or laterally hired as sergeants on the same date, their seniority shall be established by the date of hire as an Employee of the Hobbs Police Department.

Section 12.03: Effect of Departmental Seniority

- A. Departmental seniority shall be as outlined in section 12.02 and shall be used for the purpose of promotions, 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 or demoted for just cause.
 2. When an Employee resigns or voluntarily demotes.
 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 start at the date of the most recent promotion into the sergeant position.

Section 12.04: Seniority List

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

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 Employees who permanently reside within Lea County, New Mexico. Employees residing outside of Lea County, New Mexico will not be provided a take home vehicle and will be required to leave their assigned unit at the Hobbs Police station.

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, in person or virtually, to the entire file for the necessary use in preparation for defense of the employee. Access to the internal affairs files will be facilitated, either in person or virtually, through the Chief of Police or designee.
- 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. Disciplinary actions shall include written reprimand, suspension, demotion, and termination. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. 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. Any discipline as outlined in Section 14.01 shall be subject to the grievance process. Copies of any disciplinary action involving written reprimands, demotions, suspensions, or termination 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 termination are grievable through the grievance procedure and arbitration procedure contained in this Agreement.

Written discipline and positive entries shall be documented in the employee's official personnel file or electronic tracking system provided by the Hobbs Police Department. The employee will be given a copy of the document that reflects the entry. The employee may submit a written response to any document submitted to the employee's official personnel file or electronic tracking system. Such response shall be presented to the Human Resources 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, Section 28-2-1, 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) 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.
- (17) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (18) 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.
- (19) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (20) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (21) Unauthorized possession of a weapon on the job site.
- (22) 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. In any disciplinary action, Employees shall always have the right to union representation.

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 hours' notice. The employee may have a representative of his choice at the meeting and confer as necessary with the representative. An attorney shall be allowed to attend and confer directly with

their client, 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. If the City's failure to timely respond occurs at the City Manager level, the Union may appeal to the City of Hobbs Labor Management Relations Board.

- 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. The meeting with the supervisor 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 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 Personnel 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 Director of Personnel 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 Director of Personnel 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 1978, Section 47-7A-24 as well as the Federal Arbitration Act and case law determined by the 10th 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, measureable 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 City fails to meet the time limits imposed, the process will end and the employee or City will lose any rights that have not already been exercised in regard to the Written Evaluation. Employee or City may ask for an extension of the timelines in Section 17.01 and the extension will not be reasonably denied. 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, or special 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 shall be provided to the employee. 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, 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 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 not 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 Personnel Director for review during the Personnel 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. The City will work to facilitate adequate time off to ensure the well-being of any employee involved in an officer involved shooting. The City will work to facilitate resources aimed at connecting the employee to resources for physical health and mental wellbeing.

ARTICLE 23 FILLING OF VACANCIES

- A. If the Police Department chooses to fill a vacant sergeant position or new sergeant position, current sergeants will be given preference based on seniority. A notice of the opening shall be posted and communicated via departmental email and electronically via the City-sponsored recruitment site. Any employee who desires to fill the posted position shall apply.
- 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.

D. Clothing Allowance and Uniforms. The City will furnish four (4) complete uniform sets to sergeants and shall reissue all clothing replacements as needed. Sergeants 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.

RP Hopper
Hobbs Sergeant Association
President, Fraternal Order
of Police

Sam D. Cobb, Mayor
City of Hobbs