

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

March 18, 2024



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

Monday, March 18, 2024 - 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

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 March 4, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Monday, March 18, 2024, as “*Hobbs High School Diving Team Day*” (*Mayor Sam Cobb*)

3. Recognition of City Employees - Milestone Service Awards for the Month of March, 2024 (*Manny Gomez, City Manager*)
 - 5 years – Manuel Espinoza, Hobbs Police Department
 - 5 years – Jorge Carrillo, Hobbs Police Department
 - 10 years – Omar Valenzuela, General Services Department
 - 15 years – Shaun Siddall, Hobbs Fire Department

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.*)

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

4. Resolution No. 7450 – Authorizing an Application with the New Mexico Department of Health EMS Fund Act Special Projects Grant for FY 24 in the Amount of \$16,872.00 for the Purchase of Eight Knox MedVaults for the Hobbs Fire Department (*Mark Doporto, Fire Chief*)

DISCUSSION

5. 2024 Legislative Update (*Representative Randall Pettigrew*)

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

6. **PUBLIC HEARING:** Resolution No. 7451 – Enforcing or Rescinding Resolution No. 7445 as it Applies to the Condemned Property Located at 711 East Seco (*Valerie Chacon, City Attorney*)
7. **PUBLIC HEARING:** Resolution No. 7452 – Enforcing or Rescinding Resolution No. 7445 as it Applies to the Condemned Property Located at 610 South Eighth St. (*Valerie Chacon, City Attorney*)
8. **PUBLIC HEARING:** Resolution No. 7453 - Regarding the Application of Black Gold Distilling, LLC, for a Craft Distiller License at 1010 West Joe Harvey Blvd., Hobbs, New Mexico (*Valerie Chacon, City Attorney*)
9. Resolution No. 7454 – Authorizing the Commission to Establish Minimum Guidelines for Funding Local Economic Development Act (LEDA) Applicants with Revenue Subject to Gross Receipt Tax (*Valerie Chacon, City Attorney*)

10. Consideration of Approval of CES Quote from A. K. Sales and Consulting, Inc., in the Amount of \$111,787.27 to Replace the Existing Basketball Court at Charlie Brown Park *(Matt Hughes, Rockwind Superintendent)*
11. Consideration of Approval to Purchase a 2023 Type I Medix Ambulance Utilizing HGAC Contract Pricing in the Amount of \$392,245.00 for the Hobbs Fire Department *(Mark Doporto, Fire Chief)*
12. Resolution No. 7455 - Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property for Public Auction on April 27, 2024 *(Toby Spears, Finance Director)*
13. Resolution No. 7456 - Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property for Disposal *(Toby Spears, Finance Director)*
14. Consideration of Approval of RFP 547-24 for Professional Design Services for the Family Aquatics Design Project and Recommendation to Accept Proposal and Approve Contract with Halff Associates, Inc. *(Doug McDaniel, Recreation Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Dates:
 - City Commission Regular Meeting:
 - **Monday, April 1, 2024, at 6:00 p.m.**
 - **Monday, April 15, 2024, at 6:00 p.m.**

ADJOURNMENT

If you are an individual with a disability who needs 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: March 18, 2024

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: March 14, 2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on March 4, 2024

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, March 4, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Valerie Chacon, City Attorney
August Fons, Police Chief
Chad Wright, Police Captain
Danny Garrett, Police Captain
Marina Barrientes, Police Captain
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Chris Henry, Battalion Chief
Adam Marinovich, Fire Captain
Toby Spears, Finance Director
Todd Randall, City Engineer
Tim Woomeer, Utilities Director
Nicki Lawless, Library Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Doug McDaniel, Recreation Director
Lyndsey Henderson, CORE Facility Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant HR Director
Bobby Arther, Municipal Judge
Shannon Arguello, Municipal Court Administrator
Selena Estrada, Risk Manager
Julie Nymeyer, Executive Assistant
Shelia Baker, General Services Director
Christa Belyeu, I. T. Director
Jan Fletcher, City Clerk
Amelia Maldonado, Deputy City Clerk
21 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of March 4, 2024, be approved as written. Commissioner Gerth seconded the motion and roll call 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

Mr. Manny Gomez, City Manager, presented a Lifesaving Award to CORE employees Caleb Zapata, Alan Sanchez and Michael Dominguez for their recent heroic efforts in providing lifesaving measures and CPR to a CORE patron.

Mayor Cobb proclaimed March 4, 2024, as the beginning of the *“Keep Hobbs Beautiful Initiative”*. He presented the proclamation to Larry the Litterbug and encouraged everyone to do their part to Keep Hobbs Beautiful by cleaning up trash.

Ms. Evelyn Nunez, Community Service Administrative Assistant, stated Larry the Litterbug is making guest appearances and presentations to the youth of Hobbs to help encourage everyone to start at a young age in helping keep the community clean. Larry the Litterbug requested the Commission sign a pledge to do their part in Keeping Hobbs Beautiful.

Public Comments

Mr. Gene Strickland of the Hobbs Municipal Schools expressed appreciation and gratitude to the City’s emergency responders for their response to a recent injured student at the Hobbs Freshman High School. Mr. Strickland commented the partnership and support of agencies in the community is greatly appreciated, and he is proud of Hobbs.

Ms. Kalee Garey addressed comments to the Commission relating to the Israeli war crimes, and she read several excerpts from musical songs.

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. 7446 – Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property (Library Books)

Resolution No. 7447 – Approving the Vacation and Replat of an Alleyway Within Block 46 of the First Unit of the Humble City Subdivision Located Outside of the Municipal Boundaries

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

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

Discussion

2024 Legislative Update

Senator Steve McCutcheon reported on the 2024 legislative session. He stated there is no love lost between southeast New Mexico and Santa Fe. Senator McCutcheon stated Hobbs is very well respected in Santa Fe, and he was pleased to support the Legislative bill of \$25 million for the City of Hobbs. He stated he is disappointed it did not move forward but he will be bringing it back to the Legislature during the next Legislative session. Senator McCutcheon addressed the \$10 billion budget adopted during the session, of which he did not approve. Senator McCutcheon reported on the capital projects which will benefit the City of Hobbs along with improvements to Hwy. 128 which are badly needed. Senator McCutcheon commented on some of the other bills during the session and thanked the Commission for the opportunity to be here tonight.

Mayor Cobb thanked Commissioner McCutcheon for his hard work in Santa Fe and for presenting the Legislative update tonight.

Action Items

Resolution No. 7448 – Approving a Development Agreement with Stuard Development, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Todd Randall, City Engineer, explained the resolution and stated Stuard Development, LLC, has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.

There being no discussion, Commissioner Penick moved that Resolution No. 7448 be

adopted as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Resolution No. 7449 - Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing

Mr. Todd Randall, City Engineer, explained the resolution and stated Lemke Development, Inc., has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.

There being no discussion, Commissioner Fields moved that Resolution No. 7449 be adopted as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached.

Mayor Cobb commented that allowing for an incentive for reimbursement of public infrastructure in the creation of housing is one of the best things done by the City as the community cannot grow and move forward without housing. He stated there are very few homes in Lea County for sale at this time.

Consideration of Approval to Purchase Automated Water Meters and Verizon Cellular LTE Registers from Water Meters of New Mexico, LLC, in the Amount of \$2,363,825.00 (Not Including NMGRT) Utilizing New Mexico Statewide Pricing Agreement No. 00-0000-20-00114

Mr. Tim Woomeer, Utilities Director, requested approval to purchase 6000 ¾-inch residential water meters equipped with Verizon LTE cellular registers from Water Meters of New Mexico. He stated pricing would be from the New Mexico State Price Agreement at a total cost of \$2,363,825. Funds for the purchase are currently budgeted in the Enterprise Fund Budget. Mr. Woomeer explained the quotes from Water Meters of New Mexico and the benefits in using this equipment. He stated billing would be streamlined to the first of the month and citizens would be able to access their usage data from any type of smart device with up-to-date information. The equipment would be able to alert citizens with early notifications about leaks which would allow repairs to take place before wasting excessive gallons of water resulting in large utility bills.

Following a lengthy discussion, Commissioner Penick moved to approve the purchase of water meters as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached.

Comments by City Commissioners, City Manager

Mr. Manny Gomez, City Manager, thanked Representative Larry Scott for his leadership in the recent 30-day Legislative Session.

Mr. Gomez also thanked the Hobbs Police Department, Ms. Evelyn Nunez and the Community Services Department for the forward momentum in the Keeping Hobbs Beautiful Initiative.

Mr. Gomez also thanked Mr. Gene Strickland for his earlier comments this evening and for his partnership at the Hobbs Municipal Schools.

Commissioner Don Gerth gave kudos to Larry the Litterbug. He stated educating young children at an early age is a key component to avoid littering.

Commissioner Mills stated he personally had interactions recently with the City Utilities Department related to a leak and with the Animal Control Division regarding an animal intruder under his house. He stated all staff members were very professional and well trained. Commissioner Mills stated he was disappointed to learn the Animal Control Division currently only has one officer.

Commissioner Fields stated all of the agencies in Hobbs have a great partnership for which he is very thankful. He stated the incident at the Freshman High School was a very sad incident. Commissioner Fields commented he would like to start a mentoring program and reach out to help redirect and refocus young people in a positive manner.

Commissioner Calderón agreed and stated most of the fault lies with the parents.

Commission Penick stated he is very appreciative of the new water meters with early notification of possible leaks.

Commissioner Smith thanked the young men at the CORE for their lifesaving efforts. He stated their courage is admirable.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:15 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, The Hobbs High School Diving Team had three that qualified for the 2023-2024 New Mexico State Diving Championship. This is Hobbs third State Championship. First back to back championship. Best feeder program and best high school dive team in the State of New Mexico; and

WHEREAS, The City of Hobbs proclaimed April 3rd of 2023 as Gabriel Palomino Day. He began diving when he was nine years old and has continued through high school; and

WHEREAS, Gabriel Palomino for the second year in a row is the Hobbs High School Diving State Champion. He missed breaking the state record by 1.45 points. The state record was 624.25 and Gabriel's final score was 623.20 and his personal best. He shattered the 2015-2016 Nathan Collins school record by 50.20 points; and

WHEREAS, Luis Miguel Cornejo won back to back 2nd place championships at state. He shattered his personal best with a score of 602.30. Miguel has qualified for state five years and he has been on the medal stand four times; and

WHEREAS, Alfredo Hernandez, began his diving career in June of 2023. He qualified his first meet out, and showed that he has what it takes to compete. He placed 5th in the state and beat seasoned divers. Coach Cynthia Calderon said this was a big showing for Hobbs; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim March 18, 2024 as;

"HOBBS HIGH SCHOOL DIVING TEAM DAY"

in the City of Hobbs, in honor of their dedication to the Hobbs High School Diving Team and to our community, we wish them continued success.

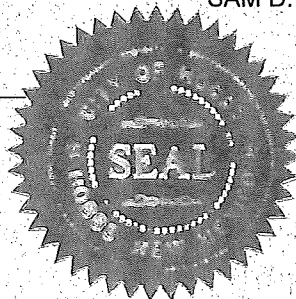
IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of March, 2024, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



March Milestones 2024

5 Years

Manuel Espinoza	Police Officer	03/20/2019
Jorge Carrillo	Police Detective	03/04/2019

10 Years

Omar Valenzuela	Heavy Equipment Foreman	03/17/2014
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15 Years

Shaun Siddall	Driver Engineer	03/09/2009
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: FY24 NM EMS Special Projects Grant

DEPT. OF ORIGIN: Fire

DATE SUBMITTED: March 11, 2024

SUBMITTED BY: Mark Doporto, Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY24 NM Special Projects Grant. The projects for this grant must contribute to the enhancement and/or integration of the local EMS system and fall into one of four categories: EMD Program Funding, Local System Improvement, Statewide Improvement, and Vehicle Purchase.

The Hobbs Fire Department wishes to utilize this grant, under the Local System Improvement, for the purchase of eight (8) Knox MedVaults. Knox MedVaults offers high-security and rapid access to all medical drugs and controlled substances.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The total cost for this project is \$16,872.00. This is a 100% percent grant, with no matching funds necessary from the City. Therefore, there is no fiscal impact to the City of Hobbs.

Attachments:

- 1. Resolution
2. Assurances/Signature Page

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Approval of the resolution to submit the FY24 NM EMS Special Projects Grant for the purchase of eight (8) Knox MedVaults.

Approved For Submittal By:

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. 7450

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE
SUBMISSION OF A GRANT APPLICATION WITH THE
NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT
SPECIAL PROJECTS GRANT FOR FISCAL YEAR 2024

WHEREAS, the Hobbs Fire Department is eligible to participate in the FY24 New Mexico Department of Health EMS Fund Act Special Projects Grant; and

WHEREAS, the projects for this grant must contribute to the enhancement and/or integration of the local EMS system; and

WHEREAS, these funds will be utilized for the purchase of eight (8) Knox MedVaults;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs a Grant Application with the New Mexico Department of Health EMS Fund Act Special Projects Grant for FY24.

PASSED, APPROVED AND ADOPTED this 18th day of March, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

ASSURANCES

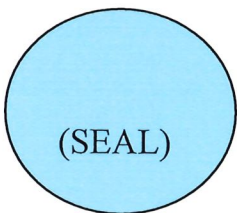
The following are required assurances associated with your EMS Statewide System Improvement Project for FY 24

- I certify that funds received through this distribution will be used only for the purposes and under the condition expressed in the application or its approved amendment(s);
- I certify that we will provide the support and involvement either cash and/or in-kind contributions as described in this application;
- I certify that we understand and agree to comply with all applicable requirements of the New Mexico Department of Health; and
- I certify that the information contained in this application is true and correct to the best of my knowledge.

Chief / Director of Local EMS Service or (Project Manager of Agency if Non-Profit Group/Training Institution)	
NAME: _____ (Print / Type Name)	TITLE: _____
SIGNATURE: _____	DATE: _____

The above was sworn and subscribed to before me this ____ of _____, 20__
(Day) (Month)

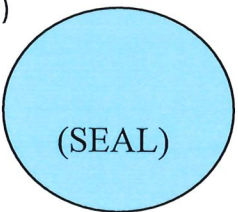
Notary Public
My commission expires: _____



Mayor / Chairman County Commission or (Director of Agency if Non-Profit Group/Training Institution)	
NAME: _____ (Print / Type Name)	TITLE: _____
SIGNATURE: _____	DATE: _____

The above was sworn and subscribed to before me this ____ of _____, 20__
(Day) (Month)

Notary Public
My commission expires: _____





ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: PUBLIC HEARING FOR ENFORCING/RESCINDING RESOLUTION NO. 7445 AS IT APPLIES TO THE CONDEMNED PROPERTY LOCATED AT 711 E. SECO, HOBBS, NM.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 11, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary: On February 20, 2024, the City Commission adopted Resolution No. 7445 finding the property located at 711 E. Seco, Hobbs, NM 88240 to be damaged, dilapidated and a menace to the public comfort, health and safety and requiring remediation.

Fiscal Impact:

The remediation of this property will cost approximately \$24,918.58. The estimated amount fits within the Code Enforcement Department's FY 2024 budget for professional services.

Reviewed By: [Signature]
Finance Department

Attachments: Proposed Resolution; Resolution No. 7445; and Written Objection.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Adopted the Resolution to enforce or rescind Resolution 7445 as it relates to the property located at 711 E. Seco, Hobbs, New Mexico.

Table with 2 columns: Approval signatures (Department Director, City Manager) and City Clerk's Use Only (Commission Action Taken) with fields for Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.

CITY OF HOBBS

RESOLUTION NO. 7451

A RESOLUTION ENFORCING/RESCINDING RESOLUTION NO. 7445 AS IT APPLIES
TO THE PROPERTY AT 711 E. SECO, HOBBS, NM 88240

WHEREAS, THIS Commission approved Resolution No. 7445 finding the structure at 711 E. Seco, Hobbs, NM 88240, was ruined, damaged, and dilapidated, and a menace to the public comfort, health and safety and requires remediation;

WHEREAS, Allison Charlotte Johnson timely filed a written objection; and

WHEREAS, THIS Commission has held a hearing on its Resolution; and

WHEREAS, THIS Commission has considered the evidence presented by Allison Charlotte Johnson against its Resolution as well as the evidence presented in favor of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that its Resolution No. 7445 as it applies only to the property at 711 E. Seco, Hobbs, NM 88240 should be, and hereby is enforced/rescinded.

PASSED, ADOPTED AND APPROVED this 18th day of March, 2024

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

NOTICE OF CONDEMNATION HEARING

Pursuant to Chapter 8.24.040 of the Hobbs Municipal Code, notice is hereby given that a hearing has been set before the Hobbs City Commission on Monday, March 18, 2024, at 6:00 p.m. in the City Commission Chamber, City Hall, 200 East Broadway, Hobbs, New Mexico, to consider all evidence for and against Resolution No. 7445 to determine if the resolution should be enforced or rescinded as to the following properties as to which written objections have been filed.

OWNER - MAILING ADDRESS

Allison Charlotte Johnson
205 Woodridge Dr.
Mountain Home, AR 72653
aylecee100@gmail.com

Ann Bibbs
6215 Polo Grounds Court
Odessa, TX 79762
marie4bibbs@yahoo.com

PROPERTY ADDRESS

711 East Seco

610 South Eighth St.

DATED this 11th day of March, 2024.

CITY OF HOBBS, NEW MEXICO



JAN FLETCHER, City Clerk

I hereby certify that a copy of the foregoing Notice of Hearing was mailed via regular mail and emailed to the property owner(s) at the addresses listed above on this 11th day of March, 2024.



JAN FLETCHER, City Clerk

CITY OF HOBBS

RESOLUTION NO. 7445

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE REMEDIATION OR 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.

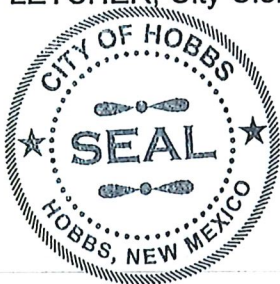
BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 20th day of February, 2024

for 
SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	<p>1101 E. Skelly Hobbs, Lea County, NM</p> <p>*Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Fourty-Six (46), Original New Hobbs to the City of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed January 10, 1929.</p>	<p>- Shondra M. Quarles</p> <p>- Julian L. Mackey</p> <p>- Maycee Mackey</p> <p>- Ross Lee Mackey</p> <p>- Jocelyn Mackey</p>	<p>- 305 W. Commerce St. Apt. 422 Dallas, TX, 75208</p> <p>- 193 El Camino Loop NW Rio Rancho, NM, 87144</p> <p>- 1721 S. Turner Hobbs, NM, 88240 (x2)</p> <p>- 620 S. 6th St. Hobbs, NM, 88240</p>	\$30,258.55
2	<p>1110 S. Farquhar Hobbs, Lea County, NM</p> <p>*Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Fourty-Seven (47), Original New Hobbs Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed July 30, 1928.</p>	Jerry Jackson	1301 S. Jefferson Hobbs, NM, 88240	\$21,355.55
3	<p>614 E. Main Hobbs, Lea County, NM</p> <p>*South One-half (S1/2) of Lots Twenty-One (21) and Twenty-two (22), Block Fifty-Five (55), New Hobbs Addition to the City Of Hobbs, Lea County, New Mexico being further described as beginning at the Southeast Corner of this Tract being the Southwest Corner of</p>	Jacob Villegas	407 E. Alston Hobbs, NM, 88240	\$18,040.61

	Lot 21, Block 55, New Hobbs Addition, Hobbs, New Mexico; thence North 93.50 feet; thence East 45.5 feet; thence S01°50'16"E 93.55 feet; thence West 48.50 feet to the point of beginning, including an easement for Utilities. (Tract C)			
4	711 E. Seco Hobbs, Lea County, NM * Lot Twelve (12), Block Fifty-Two "A" (52A), Tenth Unit of Broadmoor Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed October 3, 1956.	Allison Charlotte Johnson	200 Woodridge Dr. Mountain Home, AR, 72653	\$24,918.58
5	305 S. Avenue C Hobbs, Lea County, NM * Lots Fifteen (15), Sixteen (16) and Seventeen (17), Block Eleven (11). All Hobbs Addition to the City Of Hobbs, Lea County, New Mexico, as referenced on that Certain Plat filed August 2, 1957.	Michael Tercero	305 S. Ave C Hobbs, NM, 88240	\$18,987.73
6	700 S. Jefferson Hobbs, Lea County, NM * Lot Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Original New Hobbs o the City Of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed January 10, 1929.	- Frances Hanley - Pennetta Burkely	12 Whispering Bend Ct. Mansfield, TX, 76063	\$21,953.16
7	407 N Thorp Hobbs, Lea County, NM * Lot One (1), Block One Hundred Nine (109),	Melody K. Spurlock	407 N. Thorp Hobbs, NM, 88240	\$18,987.73

	Highland Park Addition to the City Of Hobbs, Lea County, New Mexico, as referenced on the certain Plat filed May 9, 1930.			
8	<p>610 S. Eighth St. Hobbs, Lea County, NM</p> <p>* A Parcel of land being located in the East Half of Section 2, Township 19 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows: Beginning 124 feet North and 118 feet East of the Southwest Corner of Tract #5 of the Selman Subdivision; thence North for a distance of 62 feet; Thence East for a distance of 125.5 feet; thence South for a distance of 62 feet; thence West for a distance of 125.5 feet to the point of beginning with an easement over and upon the West 20 feet thereof for utility and road purposes and the East 7.5 for alley purposes; also known as Lot #22 of the Carter Lots</p>	Ann Bibbs	6215 Polo Grounds Ct. Odessa, TX, 79762	\$22,065.89

Jan Fletcher

From: Jan Fletcher
Sent: Monday, March 4, 2024 5:20 PM
To: 'Allison C. J.'
Subject: RE: EXTERNAL: OBJECTION LETTER: 711 E Seco, Hobbs, NM Allison Johnson

Hello Ms. Johnson,

Thank you for calling today about the property at 711 East Seco. I acknowledge receipt of your email correspondence. The City of Hobbs will establish a hearing date in the near future and you will be notified in writing about the date/time of the hearing.

Should you have any additional questions, please let us know.

Respectfully,

Jan Fletcher

City Clerk | City of Hobbs
200 East Broadway | Hobbs, NM 88240
(575) 397-9207 phone






From: Allison C. J. <aylecee100@gmail.com>
Sent: Monday, March 4, 2024 3:48 PM
To: Jan Fletcher <jfletcher@hobbsnm.org>
Subject: EXTERNAL: OBJECTION LETTER: 711 E Seco, Hobbs, NM Allison Johnson

Inbound Shield has detected spam content in this email

 **Security Awareness**

[Learn more](#)

-  The email came from an external source.
-  The message has been classified as spam.
-  The email was sent from a personal email address.

To the Hobbs City Commission,

I, Allison Johnson, object to the condemning of 711 E Seco of Hobbs, NM. This is a written/typed promise to bring the property up to code

There was a lack of communication due to wrong contact information and I was unaware that I was trying to be reached concerning the property.

My father passed away unexpectedly in 2020 while I was on the phone with him. The property had to be entered into my grandmothers trust and go through probate. I took ownership much later in January of 2023 and am now in the process of selling it. I live in Mountain Home, Arkansas with 4 children and haven't been able to make a trip to Hobbs as I would've liked to. That is why I decided to sell as is.

I found a buyer who is going to completely remodel the home and this deal was occurring at the same time it was being condemned. Due to these events I have gathered a clean up crew who are currently working on the property.

The plan is to clean up by removing the back patio carport, removing all vehicles, ruin, debris, trash and weeds. The closing date for the sale is March 27th, 2024. The soon to be owner has been made aware of the situation and that the house has been condemned and understands what needs to be done. They fully intend on doing a complete remodel and turning it into a beautiful family home for themselves.

I sincerely apologize for the inconvenience the property has caused and wish to have this issue resolved immediately. With this, I ask that the Hobbs City Commission to please reconsider demolishing the property at 711 E Seco and allow the soon to be owners and myself to restore the home and bring it up to code/compliance in an efficient and prompt manor.

Thank you so much.

Signed, Allison Johnson.

205 Woodridge Dr.
Mountain Home, Arkansas, 72653
870-421-9027
aylecee100@gmail.com

This email has been scanned by Inbound Shield and released by a reviewer.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: PUBLIC HEARING FOR ENFORCING/RESCINDING RESOLUTION NO. 7445 AS IT APPLIES TO THE CONDEMNED PROPERTY LOCATED AT 610 SOUTH EIGHTH ST., HOBBS, NM.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 11, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary: On February 20, 2024, the City Commission adopted Resolution No. 7445 finding the property located at 610 South Eighth St., Hobbs, NM 88240 to be damaged, dilapidated and a menace to the public comfort, health and safety and requiring remediation.

Fiscal Impact:

The remediation of this property will cost approximately \$22,065.89. The estimated amount fits within the Code Enforcement Department's FY 2024 budget for professional services.

Reviewed By: [Signature]
Finance Department

Attachments: Proposed Resolution; Resolution No. 7445; and Written Objection.

Legal Review: Approved As To Form: [Signature]
City Attorney

Recommendation: Adopted the Resolution to enforce or rescind Resolution 7445 as it relates to the property located at 610 South Eighth St., Hobbs, New Mexico.

Approved For Submittal By: [Signatures]
CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No.
Ordinance No.
Continued To:
Referred To:
To:
Approved
Other
Denied
File No.
File No.

CITY OF HOBBS

RESOLUTION NO. 7452

A RESOLUTION ENFORCING/RESCINDING RESOLUTION NO. 7445 AS IT APPLIES
TO THE PROPERTY AT 610 SOUTH EIGHTH ST., HOBBS, NM 88240

WHEREAS, THIS Commission approved Resolution No. 7445 finding the structure at 610 South Eighth St., Hobbs, NM 88240, was ruined, damaged, and dilapidated, and a menace to the public comfort, health and safety and requires remediation;

WHEREAS, Ann Bibbs timely filed a written objection; and

WHEREAS, THIS Commission has held a hearing on its Resolution; and

WHEREAS, THIS Commission has considered the evidence presented by Ann Bibbs against its Resolution as well as the evidence presented in favor of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that its Resolution No. 7445 as it applies only to the property at 610 South Eighth St., Hobbs, NM 88240 should be, and hereby is enforced/rescinded.

PASSED, ADOPTED AND APPROVED this 18th day of March, 2024

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

NOTICE OF CONDEMNATION HEARING

Pursuant to Chapter 8.24.040 of the Hobbs Municipal Code, notice is hereby given that a hearing has been set before the Hobbs City Commission on Monday, March 18, 2024, at 6:00 p.m. in the City Commission Chamber, City Hall, 200 East Broadway, Hobbs, New Mexico, to consider all evidence for and against Resolution No. 7445 to determine if the resolution should be enforced or rescinded as to the following properties as to which written objections have been filed.

OWNER - MAILING ADDRESS

Allison Charlotte Johnson
205 Woodridge Dr.
Mountain Home, AR 72653
aylecee100@gmail.com

Ann Bibbs
6215 Polo Grounds Court
Odessa, TX 79762
marie4bibbs@yahoo.com

PROPERTY ADDRESS

711 East Seco

610 South Eighth St.

DATED this 11th day of March, 2024.

CITY OF HOBBS, NEW MEXICO



JAN FLETCHER, City Clerk

I hereby certify that a copy of the foregoing Notice of Hearing was mailed via regular mail and emailed to the property owner(s) at the addresses listed above on this 11th day of March, 2024.



JAN FLETCHER, City Clerk

CITY OF HOBBS

RESOLUTION NO. 7445

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE REMEDIATION OR 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.

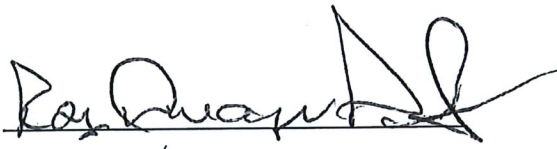
BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

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

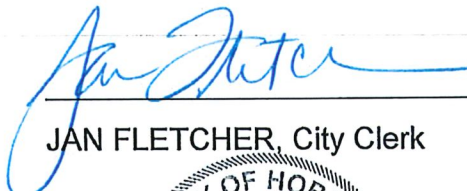
property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

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 20th day of February, 2024

for 
SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	<p>1101 E. Skelly Hobbs, Lea County, NM</p> <p>*Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Fourty-Six (46), Original New Hobbs to the City of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed January 10, 1929.</p>	<p>- Shondra M. Quarles</p> <p>- Julian L. Mackey</p> <p>- Maycee Mackey</p> <p>- Ross Lee Mackey</p> <p>- Jocelyn Mackey</p>	<p>- 305 W. Commerce St. Apt. 422 Dallas, TX, 75208</p> <p>- 193 El Camino Loop NW Rio Rancho, NM, 87144</p> <p>- 1721 S. Turner Hobbs, NM, 88240 (x2)</p> <p>- 620 S. 6th St. Hobbs, NM, 88240</p>	\$30,258.55
2	<p>1110 S. Farquhar Hobbs, Lea County, NM</p> <p>*Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block Fourty-Seven (47), Original New Hobbs Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed July 30, 1928.</p>	Jerry Jackson	1301 S. Jefferson Hobbs, NM, 88240	\$21,355.55
3	<p>614 E. Main Hobbs, Lea County, NM</p> <p>*South One-half (S1/2) of Lots Twenty-One (21) and Twenty-two (22), Block Fifty-Five (55), New Hobbs Addition to the City Of Hobbs, Lea County, New Mexico being further described as beginning at the Southeast Corner of this Tract being the Southwest Corner of</p>	Jacob Villegas	407 E. Alston Hobbs, NM, 88240	\$18,040.61

	Lot 21, Block 55, New Hobbs Addition, Hobbs, New Mexico; thence North 93.50 feet; thence East 45.5 feet; thence S01°50'16"E 93.55 feet; thence West 48.50 feet to the point of beginning, including an easement for Utilities. (Tract C)			
4	711 E. Seco Hobbs, Lea County, NM * Lot Twelve (12), Block Fifty-Two "A" (52A), Tenth Unit of Broadmoor Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed October 3, 1956.	Allison Charlotte Johnson	200 Woodridge Dr. Mountain Home, AR, 72653	\$24,918.58
5	305 S. Avenue C Hobbs, Lea County, NM * Lots Fifteen (15), Sixteen (16) and Seventeen (17), Block Eleven (11). All Hobbs Addition to the City Of Hobbs, Lea County, New Mexico, as referenced on that Certain Plat filed August 2, 1957.	Michael Tercero	305 S. Ave C Hobbs, NM, 88240	\$18,987.73
6	700 S. Jefferson Hobbs, Lea County, NM * Lot Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Original New Hobbs o the City Of Hobbs, Lea County, New Mexico as referenced on that certain Plat filed January 10, 1929.	- Frances Hanley - Pennetta Burkely	12 Whispering Bend Ct. Mansfield, TX, 76063	\$21,953.16
7	407 N Thorp Hobbs, Lea County, NM * Lot One (1), Block One Hundred Nine (109),	Melody K. Spurlock	407 N. Thorp Hobbs, NM, 88240	\$18,987.73

	Highland Park Addition to the City Of Hobbs, Lea County, New Mexico, as referenced on the certain Plat filed May 9, 1930.			
8	<p>610 S. Eighth St. Hobbs, Lea County, NM</p> <p>* A Parcel of land being located in the East Half of Section 2, Township 19 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows: Beginning 124 feet North and 118 feet East of the Southwest Corner of Tract #5 of the Selman Subdivision; thence North for a distance of 62 feet; Thence East for a distance of 125.5 feet; thence South for a distance of 62 feet; thence West for a distance of 125.5 feet to the point of beginning with an easement over and upon the West 20 feet thereof for utility and road purposes and the East 7.5 for alley purposes; also known as Lot #22 of the Carter Lots</p>	Ann Bibbs	6215 Polo Grounds Ct. Odessa, TX, 79762	\$22,065.89

RECEIVED

MAR 7 2024

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

March 4, 2024

Ann Bibbs

6215 Polo Grounds Court

Odessa, TX 79762

Dear Hobbs City Commission,

RE: 610 South Eighth Street Property / Hobbs, NM 88240

RESOLUTION NO. 7445

As the owner of record named in the above property, I am writing this letter of "Objection of Condemnation". I am requesting a hearing by the City Commission in hope that under the circumstances of which I will state, the following will be considered on my behalf.

On December 8, 2020, we suffered family hardship medically and financially. My 16 year old daughter, was diagnosed with a Pilocytic Astrocytoma (Brain Tumor) of which it is now called a Pleomorphic Zanthroastrocytoma that unfolded at UMC Children's Hospital in Lubbock, TX. She has had three major Brain Resection Surgeries, three months of Rehabilitation at TrustPoint-Lubbock and three months of Transitional Rehabilitation at Baylor, Scott, & White Neuro in Dallas, TX . She has had over 20 surgeries in relation to issues that resulted because of this tumor. In October 2023 – November 29, 2023, she went through Proton Therapy (targeted radiation treatment) in Irving, TX. The financial strain for us has been difficult and resulted in difficult decisions being made. My property was one.

In conclusion, I understand that the property can no longer stay in its' present condition and it is my responsibility to resolve. I am planning to hire certified personnel to demolish the property.

Thank you.

With Kind Regards,



Ann Bibbs

cc



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: Resolution Regarding the Application of Black Gold Distilling, LLC, d/b/a Black Gold Distilling, Hobbs, New Mexico, for a Craft Distiller License

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: March 7, 2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Black Gold Distilling, LLC, d/b/a Black Gold Distilling has applied to the State of New Mexico, Alcoholic Beverage Control, and received conditional preliminary approval for the issuance of a Craft Distiller liquor license at 1010 West Joe Harvey Blvd. The application was received by the City Clerk's Office on February 5, 2024, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the Hobbs News-Sun and properly notified the applicant of such hearing by certified mail and email.

Fiscal Impact:

Reviewed By: Finance Department

The applicant has paid the required \$250.00 administrative fee to the City for processing this application.

Attachments:

Application packet from State of New Mexico, Alcoholic Beverage Control; Affidavit of Publication; Area Map; and Resolution

Legal Review:

Approved as to Form: Valerie S. Chacon City Attorney

Recommendation:

Motion to approve or disapprove issuance of the Craft Distiller license; second; vote.

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. 7453

A RESOLUTION CONCERNING THE ISSUANCE OF A
CRAFT DISTILLER LIQUOR LICENSE TO
BLACK GOLD DISTILLING, LLC,
1010 WEST JOE HARVEY BLVD., HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Black Gold Distilling, LLC, for the issuance of a Craft Distiller Liquor License at 1010 West Joe Harvey Blvd., Hobbs, New Mexico;

WHEREAS, the application has received *conditional preliminary approval* from the State of New Mexico, Alcoholic Beverage Control, and the applicant is seeking an approved waiver of the distance requirement from the City of Hobbs as the proposed license premises is located within 300 feet of Stone Elementary School; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on March 18, 2024, on the question of whether or not the waiver and proposed issuance of the Distiller Liquor License should be granted.

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

1. The waiver of the distance requirement for Black Gold Distilling, LLC, for operation of Black Gold Distilling, LLC, at 1010 West Joe Harvey Blvd. is hereby _____ (*approved or disapproved*).

2. The issuance of a Craft Distiller's License at Black Gold Distilling, LLC, is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 18th day of March, 2024.

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 2 issue(s).

Beginning with the issue dated
February 08, 2024
and ending with the issue dated
February 22, 2024.



Publisher

Sworn and subscribed to before me this
22nd day of February 2024.



Business Manager

My commission expires
January 29, 2027

(Seal) STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

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 publication has been made.

LEGAL NOTICE
February 8 and 22, 2024

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Monday, March 18, 2024, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control, should approve or disapprove the liquor license set forth herein. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9200.

HEARING FORMAT: The hearing format is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any person desires to testify or otherwise participate in the hearing, please contact Jan Fletcher, City Clerk, at (575) 397-9200.

If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.

APPLICATION FOR CRAFT DISTILLER LIQUOR LICENSE AND WAIVER OF DISTANCE REQUIREMENT

Applicant: Black Gold Distilling LLC
D/B/A Name: Black Gold Distilling
Proposed Address: 1010 West Joe Harvey Blvd. Hobbs, NM 88240

DATED this 6th day of February, 2024.

/s/ Sam D. Cobb
SAM D. COBB, Mayor

#00287236

67108146

00287236

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

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Monday, March 18, 2024, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control, should approve or disapprove the liquor license set forth herein. Protests and objections may be made by any interested persons at the time, date and place of hearing.

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APPLICATION FOR CRAFT DISTILLER LIQUOR LICENSE AND WAIVER OF DISTANCE REQUIREMENT

Applicant:	Black Gold Distilling LLC
D/B/A Name:	Black Gold Distilling
Proposed Address:	1010 West Joe Harvey Blvd. Hobbs, NM 88240

DATED this 6th day of February, 2024.



SAM D. COBB, Mayor



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

February 1, 2024

Via Email to: jfletcher@hobbsnm.org AND USPS Certified Mail No.: 7022 1670 0002 1180 5600

City of Hobbs
Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

RECEIVED

FEB 5 2024

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Lic. No. /Appl. No.: Craft Distiller Application
Name of Applicant: Black Gold Distilling LLC
Doing Business As: Black Gold Distilling
Proposed Location: 1010 W. Joe Harvey Blvd.
Hobbs, NM 88240

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Conditional Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing.** Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A CRAFT DISTILLER LIQUOR LICENSE. THE APPLICANT IS ALSO REQUESTING A DISTANCE WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT. OF THE NEAREST SCHOOL.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval

Admin Law Judge | Hearing Officer

Phone: (505) 476-4548 | Fax: (505) 476-4595

Email: Tammy.Sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of No-Objection Letter from Hobbs Municipal Schools





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED

NOV 17 2023

ALCOHOL & GAMING DIVISION

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

Craft Distiller and Off-Site Location Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$ 200. Received on: 11.17.23 Receipt No. _____

License Fee \$ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

Check appropriate boxes:

Application is for New License | Off-Site Location - 1st, 2nd, 3rd | Master License Number _____

Applicant is Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT: Cody Scott Black Gold Distilling, LLC

D/B/A Name to be used: Black Gold Distilling LLC Business Phone No: TBD

Mailing Address: 507 W. Copper, Hobbs, NM 88240

Email (required) bgdistilling@gmail.com

Physical location where license is to be used: 1010 W. Joe Harvey Blvd, Hobbs, NM 88240

County: Lea (Include street number / highway number / state road, city, state, and zip code)

Contact Person: Cody Scott Phone #: 575-691-6808 Email: bgdistilling@gmail.com

I, (print name) Cody Scott, as (title) owner/member being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: C Scott Date: 11-09-23
May 11, 2026

Notary Public Use Only: (State of New Mexico, County of Lea)

SUBSCRIBED AND SWORN TO before me this 9th day of November, 2023

By: Cody James Scott Notary Public: Douglas

Date my Commission Expires: May 11 2026

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: Approved Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: Approved Disapproved, _____

Signed by Director: _____ Date: _____

Revised 7.2021



1. The land and building which is proposed to be the licensed premises is: (check one)

- Owned by Applicant, copy of deed/document attached
- Leased by Applicant, copy of lease/document attached
- Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

- A. Owner(s): Cactus Properties LLC
- B. Date and Term of Lease: 10/01/2023 1 year

3. Premises location is Zoned (example C-1, see Zoning Statement): NA

Zoning Statement attached, Yes No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. **Distance* from nearest Church:** (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Church of Jesus Christ of Latter Day Saints Miles/feet: 950 ft
 Address/location of Church: 3720 N Grimes St, Hobbs, NM 88240

5. **Distance* from nearest School:** (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Stone Elementary Miles/feet: 98.04 ft
 Address/location of School: 1015 W. Calle Sur St., Hobbs, NM 88240

6. **Attach Detailed Floor Plan**, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: Hotel Lounge Package Grocery Racetrack
 Restaurant Craft Distiller Small Brewer Winery Wholesaler
 Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.





PLANNING DEPARTMENT

200 E. Broadway Street, Hobbs, NM 88240
Ph. 1-505-397-9232 Fax 1-505-397-9227

COPY

November 6, 2023

Jason Scott
Black Gold Distilling LLC.
1010 W. Joe Harvey Blvd.
Hobbs, NM 88240

RE: Zoning Certification for a proposed distillery, Black Gold Distilling LLC. To be located at 1010 W. Joe Harvey Blvd. in Hobbs, New Mexico.

Dear Mr. Scott:

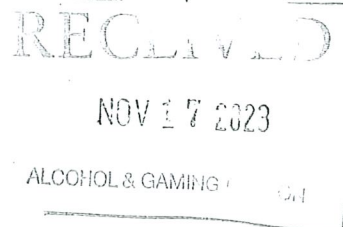
Pursuant to your request for a current zoning certification for a proposed distillery, Black Gold Distilling LLC. to be located at 1010 W. Joe Harvey Blvd. in Hobbs, New Mexico, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and location of different types of development or specific business uses throughout the City at this time. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, or use of buildings or use of vacant land. Therefore, the proposed land use as referred to herein, including for a proposed distillery, on the above referenced property in Hobbs is considered a use by right as of this date of November 6, 2023. Therefore, the proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including yard setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on November 6, 2023. If you have any questions or need further information, please contact me at (575) 397-9232.

Sincerely,

CITY OF HOBBS, NEW MEXICO


Kevin Robinson – Planning Department





Hobbs Municipal Schools

1515 East Sanger

www.hobbsschools.net

Hobbs, New Mexico 88241

Phone: (575) 433-0100

P. O. Box 1030

Hobbs High School
433-0200

Alternative Learning Center
433-0226

Freshman High School
433-0300

CTECH
433-0250

Heizer Middle School
433-1100

Highland Middle School
433-1200

Houston Middle School
433-1300

Broadmoor Elementary
433-1500

College Lane Elementary
433-2600

Coronado Elementary
433-1800

Edison Elementary
433-1600

Jefferson Elementary
433-1700

Mills Elementary
433-2400

Murray Elementary / TLC
433-2700

Sanger Elementary
433-1800

Southern Heights
Elementary
433-1900

Stone Elementary
433-2500

Taylor Elementary
433-2000

B. T. Washington Elementary
433-2100

Will Rogers Elementary
433-2200

Nutritional Services
433-0220

Bilingual/Testing
433-0400

Special Services
433-0600

HMS Training Center
433-0247

Warehouse/Maintenance
433-1728

December 11, 2023

New Mexico Regulation and Licensing Department
Alcohol and Gaming Division
2550 Cerrillos Road
Santa Fe, NM 87505

To whom it may concern,

As Superintendent for Hobbs Municipal Schools, I have been asked to provide a letter of opinion for a Distiller's license for Black Gold Distilling in Hobbs, NM. The establishment is currently maintaining a Beer and Wine license at the current location of Dickey's Barbecue Pit, 1010 West Joe Harvey Blvd. The establishment is 600+ feet from Stone Elementary School. I do not believe the establishment requesting the license would have a negative impact on the educational institution listed above.

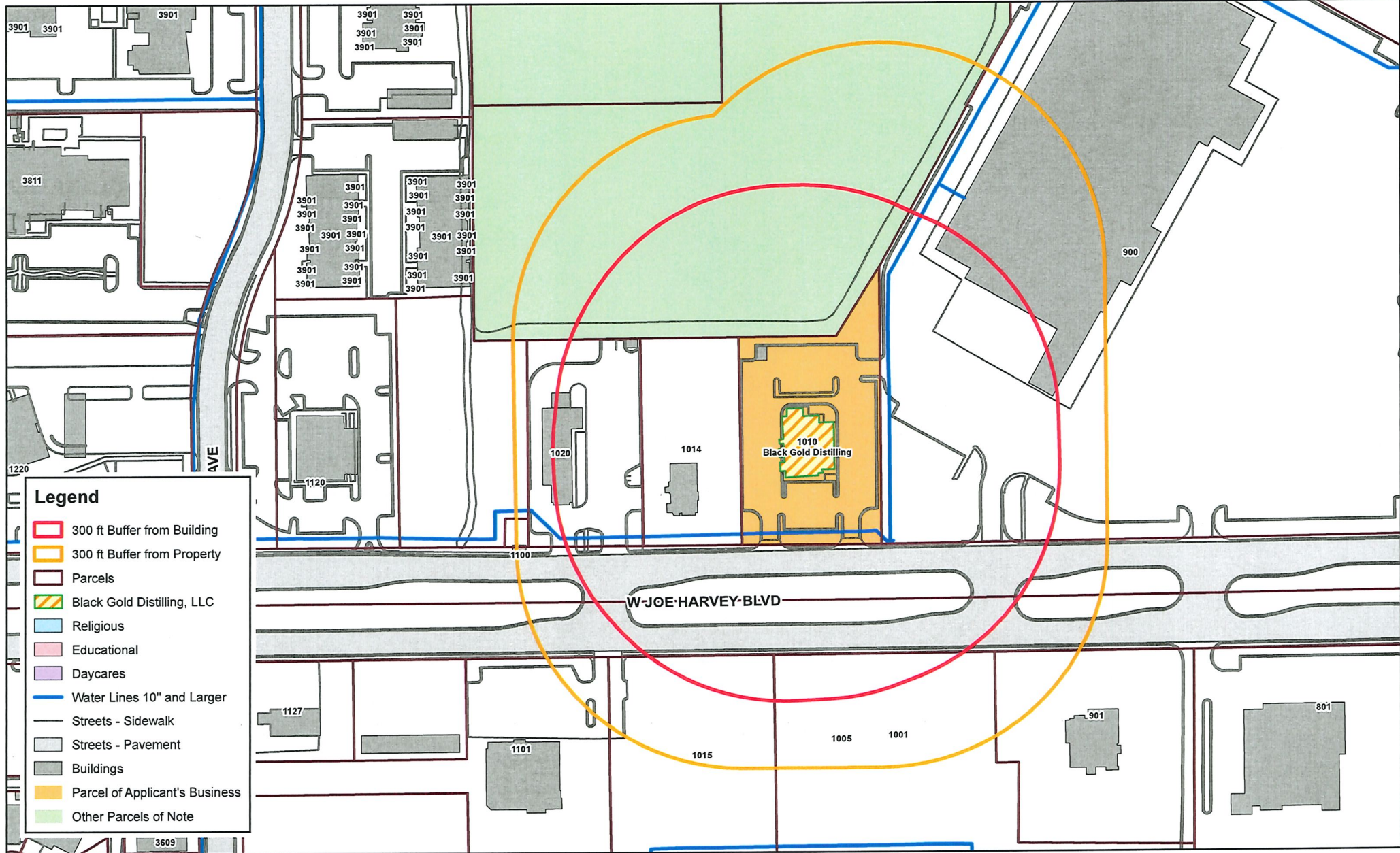
Please feel free to contact me if I may be of further assistance

Sincerely,

Gene Strickland
Superintendent
Hobbs Municipal Schools

Black Gold Distilling, LLC

300 ft Buffer Zone Map for Liquor License for 1010 W. Joe Harvey Blvd.



City of Hobbs GIS Division

SY

Date: 1/8/2024

1 inch = 175 feet

Time: 3:51:39 PM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.

beer and wine as authorized by a restaurant A license, the restaurant A New Mexico spirituous liquors permit shall entitle the licensee to also sell and serve spirituous liquors produced or bottled by or for a craft distiller pursuant to Section 60-6A-6.1 NMSA 1978.

History: Laws 1981, ch.39, §21; 2003, ch.103, §1; 2019, ch.212, §236; 2021, ch.7,§9.

ANNOTATIONS

The 2021 amendment, effective July 1, 2021, modified certain restaurant license provisions related to spirituous liquors, and established restaurant A and restaurant B licenses, depending on whether the restaurant sells beer and wine only or whether the restaurant sells beer, wine and spiritous liquors; added new Subsections B through D and redesignated former Subsection B as Subsection E; in Subsection E, changed "meals" to "food" throughout, after "local option district", added "for the sale of beer and wine" and after "receive a restaurant", added "A", deleted former Paragraph E(5) and redesignated former Paragraphs E(6) through E(8) as Paragraphs E(5) through E(7), respectively, in Paragraph E(5), after "restaurant", added "A", and after "cease at the time", changed "meal" to "food", in Paragraph E(7), after "restaurant", added "A", after "person to person", deleted "or" and added "but shall be transferable", and after "another", added "location within the same local option district"; added a new Subsection F and redesignated former Subsections C and D as Subsections G and H, respectively; and added Subsection I.

60-6A-5. Club licenses.

A. In any local option district, a club qualified under the provisions of the Liquor Control Act [60-3A-1 NMSA 1978] may apply for and be issued a club license.

B. Club licenses shall not be transferred from one owner to another. A club license may be transferred from one location to another upon compliance with the provisions of the Liquor Control Act. A club license shall not be leased.

C. The provisions of Section 35 [60-6A-18 NMSA 1978] of the Liquor Control Act shall not apply to club licenses.

History: Laws 1981, ch. 39, § 22.

60-6A-6. Manufacturer's license.

In any local option district, a person qualified under the provisions of the Liquor Control Act [60-3A-1 NMSA 1978] may apply for and be issued a manufacturer's license.

History: Laws 1981, ch. 39, § 23.

60-6A-6.1. Craft distiller's license.

A. In any local option district, a person qualified pursuant to the provisions of the Liquor Control Act [60-3A-1 NMSA 1978], except as otherwise provided in the Domestic Winery, Small Brewery and Craft Distillery Act [60-6A-21 NMSA 1978], may apply for and be issued a craft distiller's license subject to the following conditions:

(1) the applicant submits evidence to the department that the applicant has a valid and appropriate permit issued by the federal government to be a craft distiller;

(2) renewal of the license shall be conditioned upon:

(a) no less than sixty percent of the gross receipts from the sale of spirituous liquors for the preceding twelve months of the licensee's operation being derived from the sale of spirituous liquors produced by the licensee;

(b) the manufacture of no less than five hundred proof gallons of spirituous liquors per license year at the licensee's premises; and

(c) submission to the department by the licensee of a report showing the number of proof gallons of spirituous liquors manufactured by the licensee at the licensee's premises and the annual

gross receipts from the sale of spirituous liquors produced by the licensee and from the licensee's sale of distilled spirituous liquors produced by other New Mexico licensed craft distillers;

(3) a craft distiller's license shall not be transferred from person to person or from one location to another;

(4) the provisions of Section 60-6A-18 NMSA 1978 shall not apply to a craft distiller's license; and

(5) nothing in this section shall prevent a craft distiller from receiving other licenses pursuant to the Liquor Control Act.

B. A person to whom a craft distiller's license is issued pursuant to this section may do any of the following:

(1) manufacture or produce spirituous liquors, including aging, filtering, blending, mixing, flavoring, coloring, bottling and labeling;

(2) store, transport, import or export spirituous liquors;

(3) sell only spirituous liquors that are packaged by or for the craft distiller to a person holding a wholesaler's license, a craft distiller's license, a manufacturer's license, a small brewer's license or a winegrower's license;

(4) deal in warehouse receipts for spirituous liquors;

(5) buy spirituous liquors from other persons, including licensees and permittees under the Liquor Control Act, for use in blending, flavoring, mixing or bottling of spirituous liquors;

(6) buy or otherwise obtain beer from a small brewer or wine or cider from a winegrower for the purposes described in this subsection;

(7) be deemed a manufacturer for purposes of the Gross Receipts and Compensating Tax Act [Chapter 7, Article 9 NMSA 1978];

(8) conduct spirituous liquor, wine, cider or beer tastings and sell, by the glass or by the bottle, or in unbroken packages for consumption off the premises but not for resale, spirituous liquors of the craft distiller's own production or spirituous liquors produced by another New Mexico craft distiller or New Mexico manufacturer on the craft distiller's premises, wine or cider produced by a winegrower pursuant to Section 60-6A-11 NMSA 1978 or beer produced and bottled by or for a small brewer pursuant to Section 60-6A-26.1 NMSA 1978; and

(9) at no more than three other locations off the craft distiller's premises, after the craft distiller has paid the applicable fee for a craft distiller's off-premises permit, after the director has determined that the off-premises locations meet the requirements of the Liquor Control Act and department rules for new liquor license locations and after the director has issued a craft distiller's off-premises permit for each off-premises location, conduct spirituous liquor, wine, cider or beer tastings and sell by the glass, or in unbroken packages for consumption and not for resale, spirituous liquors produced and bottled by or for the craft distiller or spirituous liquors produced and bottled by or for another New Mexico craft distiller or manufacturer, wine or cider produced by a winegrower pursuant to Section 60-6A-11 NMSA 1978 or beer produced and bottled by or for a small brewer pursuant to Section 60-6A-26.1 NMSA 1978.

C. For a public or private celebration on or off the craft distiller's premises in any local option district permitting the sale of alcoholic beverages, a craft distiller shall pay ten dollars (\$10.00) to the department for a "craft distiller's public celebration permit" or a "craft distiller's

private celebration permit" to be issued under rules adopted by the director. Upon request, the department may issue to a craft distiller a public celebration permit for a location at the public celebration that is to be shared with other craft distillers, small brewers and winegrowers.

D. At private celebrations on or off the craft distiller's premises after the craft distiller has paid the applicable fees and been issued the appropriate permit, the craft distiller may sell by the glass spirituous liquors produced by or for the craft distiller, wine or cider produced by a winegrower pursuant to Section 60-6A-11 NMSA 1978 or beer produced and bottled by or for a small brewer pursuant to Section 60-6A-26.1 NMSA 1978.

E. As used in this section:

(1) "private celebration" means any celebratory activity that is held in a private or public venue not open to the general public and for which attendance is subject to private invitation; and

(2) "public celebration" includes any state or county fair, community fiesta, cultural or artistic event, sporting competition of a seasonal nature or activities held on an intermittent basis.

History: Laws 2011, ch. 110, §3; 2015, ch. 102, §3; 2019, ch. 229, §4; 2021, ch. 7, §10.

ANNOTATIONS

The 2021 amendment, effective July 1, 2021, revised certain provisions related to a craft distiller's license, allowing New Mexico craft distiller licensees to obtain beer, wine or cider from a small brewer or winegrower; in Subparagraph A(2)(b), after "no less than", changed "one thousand" to "five hundred"; in Paragraph B(3), after "manufacturer's license", added "a small brewer's license or a winegrower's license", added a new Subparagraph B(6) and redesignated former Subparagraphs B(6) through B(8) as Subparagraphs B(7) through B(9), in Subparagraph B(8), after the first occurrence of "spiritous liquor", added "wine, cider or beer", and after "craft distiller's premises", added "wine or cider produced by a winegrower pursuant to Section 60-6A-11 NMSA 1978 or beer produced and bottled by or for a small brewer pursuant to Section 60-6A-26.1 NMSA 1978", and in Subparagraph B(9), after "spiritous liquor", added "wine, cider or beer", and after "distiller or manufacturer", added "wine or cider produced by a winegrower pursuant to Section 60-6A-11 NMSA 1978 or beer produced and bottled by or for a small brewer pursuant to Section 60-6A-26.1 NMSA 1978"; in Subsection D, after the third occurrence of "craft distiller", added "wine or cider produced by a winegrower pursuant to Section 60-6A-11 NMSA 1978 or beer produced and bottled by or for a small brewer pursuant to Section 60-6A-26.1 NMSA 1978"; and deleted former Subsection E and redesignated former Subsection F as Subsection E.

60-6A-7. Nonresident license.

A. A nonresident manufacturer or wholesaler who qualifies may apply for and be issued a nonresident license.

B. No nonresident wholesaler or manufacturer shall, directly or indirectly or through an affiliate or subsidiary, apply for, be granted or hold a license under the provisions of the Liquor Control Act [60-3A-1 NMSA 1978] as a New Mexico wholesaler, manufacturer, dispenser or retailer; provided that a nonresident wholesaler may be granted and hold a New Mexico wholesaler's license only if the business operated, and the New Mexico wholesaler's license, was purchased from an existing wholesaler and is operated as a separate and distinct business from all other businesses of the nonresident wholesaler, including for the purpose of Section 60-8A-6 NMSA 1978, and no alcoholic beverages are transshipped between any of the other businesses and the business operated under that license.

C. Nonresident licensees may sell, offer for sale or ship into the state alcoholic beverages only to licensed New Mexico manufacturers and wholesalers.

D. Every nonresident licensee or every New Mexico wholesaler or rectifier selling or shipping alcoholic beverages to a New Mexico wholesaler shall mail to the department one duplicate invoice covering all shipments into or sales in the state, stating the prices, together with all terms, concessions, allowances, forbearances and deductions. In cases of shipments, a copy of the bill of



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: RESOLUTION AUTHORIZING THE COMMISSION TO ESTABLISH MINIMUM GUIDELINES FOR FUNDING LEDA APPLICANTS WITH REVENUE SUBJECT TO GROSS RECEIPT TAX

DEPT. OF ORIGIN: City Manager/Legal/Finance

DATE SUBMITTED: March 13, 2024

SUBMITTED BY: Valerie Chacon – City Attorney/Toby Spears – Finance Director

Summary: The City of Hobbs passed ordinance # 915 establishing a LEDA program. The Commission considers the following guidelines for applying for LEDA funds: A minimum qualification to submit for LEDA funding requires a minimum annual revenue subject to Gross Receipt Tax (GRT) of \$1,500,000.00.

Categories to be considered are as follows:

City of Hobbs Resident Owner/Operator

No Direct Competition

Capital Investment

Minimum Annual Revenue of \$1,500,000.00 subject to GRT

Annual Payroll

City Infrastructure

Payback Breakdown

Fiscal Impact:

Reviewed By: _____
Finance Department

The LEDA special revenue fund for fiscal year 2024 has approximately \$3,361,696.

Attachments:

Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

To be determined by the City Commission.

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. 7454

A RESOLUTION AUTHORIZING THE COMMISSION TO ESTABLISH MINIMUM
GUIDELINES FOR FUNDING LEDA APPLICANTS WITH REVENUE SUBJECT TO
GROSS RECEIPT TAX

WHEREAS, on November 3, 2003, the City of Hobbs City Commission adopted Ordinance No. 915, which created the City of Hobbs Economic Development Strategic Plan Ordinance; and

WHEREAS, The City of Hobbs Commission passed a Resolution to support changes to the State of New Mexico's Municipal Local Economic Development Act funding that starting on July 1, 2021, and ending on June 30, 2030, providing that all municipalities may use up to twenty-five percent of municipal Local Economic Development Act funding for expansion of existing retail businesses or recruitment of new retail businesses if the economic development project is not funded or financed with state government revenues; provided that no funding shall be provided to an existing retail business to relocate from another location in New Mexico if the business does not remain in its previous location in New Mexico; and

WHEREAS, the City of Hobbs City Commissioners adopted the amended LEDA Ordinance on July 1, 2022; and

WHEREAS, the City of Hobbs Commission aims at clarifying and establishing requisite guidelines and categories that will be considered for the LEDA program and it provides the following;

Requirements to apply:

Minimum Qualification to submit for LEDA funding requires a minimum Annual Revenue subject to GRT of \$1,500,000.00.

Categories to be considered:

City of Hobbs Resident Owner/Operator

No Direct Competition

Capital Investment

Annual Payroll

Minimum Annual Revenue subject to GRT of \$1,500,000.00

City Infrastructure

City of Hobbs Investment Breakdown; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Commission supports and sets forth minimum guidelines for funding LEDA applicants

PASSED, ADOPTED AND APPROVED this 18th day of March, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: AWARD CES QUOTE TO REPLACE THE EXISTING BASKETBALL COURT AT CHARLIE BROWN PARK

DEPT. OF ORIGIN: Parks and Open Space Department

DATE SUBMITTED: 3-5-2024

SUBMITTED BY: Bryan Wagner, Parks and Open Space Director

Summary:

POSD staff has been working with Commissioner Fields on the upgrades at Charlie Brown Park. One of the upgrades recommended by Commissioner Fields is a new basketball court to replace the existing court that is showing its age and needs replacement. The existing court will be replaced with a post tension concrete basketball court along with adding new goals. The court will be acid washed have a concrete primer applied, one coat of Acrylic surface, two coats of acrylic color and then striped for basketball and pickleball courts. Funding is through Commissioner Fields (District 3) and Commissioner Penick (District 5) special project funds.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, ou=City of Hobbs, ou=Finance
Director, email=tspears@hobbsnm.org, c=US
Date: 2024.03.05 17:47:53 -0700

Amount: \$111,787.27 including grt

FY24 Allocated Amount \$100,000.00 (010100-44901-00317) District 3
\$ 25,000.00 (010100-44901-00319) District 5

Attachments:

Bid Documents
Special Project Request Form

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consideration of approval of quote submitted by A. K. Sales and Consulting, Inc of Roswell, NM Utilizing CES , Contract Number: 2023-17-C114-ALL- Turf, Tracks, Courts – with installation.

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. _____

A. K. Sales and Consulting, Inc

1202 E. 19th Street
Roswell, NM 88201

Quote

Date	Estimate #
1/8/2024	11182

Name / Address
City of Hobbs 1420 E. Dunnam St. Hobbs NM 88240

Quantity	Description	Total List Price	Discount	Total
	<p>City of Hobbs Charlie Brown Park 1420 E. Dunnam St. Hobbs NM 88240 Attn: Matt Hughes Project: Install 4" Post Tension Slab Over Existing Asphalt</p> <p>Advantage Courts to provide and install 4" post tension slab over existing asphalt at Charlie Brown Park.</p> <p>SCOPE OF WORK: Court Construction - Dig footing around outside edge of existing asphalt for thickened edge for PT - Form up with 2 x 6 or 2 x 8 at 86' x 42' - Install 2-6" sand fill or equivalent for cushion and fine grading, and correct slope. - Install P.T. cables 3' intervals on the 86' direction and 3'6" on the 42' direction - Pour 4" concrete - Existing asphalt is 84' x 40' new court will be 86' x 32' finished size</p>			
CES 2023-17-C114-ALL- Turf, Tracks, Courts -with installation.			Subtotal	
			Sales Tax (6.5625%)	
			Total	
Phone #	Fax #			
575-623-1488	575-623-0488			

A. K. Sales and Consulting, Inc

1202 E. 19th Street
Roswell, NM 88201

Quote

Date	Estimate #
1/8/2024	11182

Name / Address
City of Hobbs 1420 E. Dunnam St. Hobbs NM 88240

Quantity	Description	Total List Price	Discount	Total
	Court Surface - Acid wash court - Apply concrete primer to court - Apply one coat of acrylic resurfacer - Apply two coats of acrylic color - Stripe for basketball - Stripe for single pickleball in the center of the court Miscellaneous - Provide dumpster for waste removal - Supply and service portable restrooms for duration of project Exclusions - ADA Ramps and handrails - Shop Drawings - Excavations/Backfill - Engineers - Permits (if required) - SWPPP - Testing/Sampling - Final grading, landscaping, asphalt work around courts Materials to install the post tension slab Labor for the site prep and installation of the poste tension slab. Equipment for the duration of job.	57,390.48 36,521.21 10,434.63	8,967.87 5,706.83 1,630.52	48,422.61T 30,814.38T 8,804.11T

CES 2023-17-C114-ALL- Turf, Tracks, Courts -with installation.

		Subtotal
		Sales Tax (6.5625%)
		Total
Phone #	Fax #	
575-623-1488	575-623-0488	

A. K. Sales and Consulting, Inc

1202 E. 19th Street
Roswell, NM 88201

Quote

Date	Estimate #
1/8/2024	11182

Name / Address
City of Hobbs 1420 E. Dunnam St. Hobbs NM 88240

Quantity	Description	Total List Price	Discount	Total
	Porter (2) 17535 Outdoor Basketball System - Gooseneck 5' Extension - Fan Aluminum Board-Striped - Powr-Flex Goal	3,440.00	172.00	3,268.00T
	Freight	802.44		802.44T
	AK Sales to install basketball systems at Charlie Brown Park. Price includes concrete.	6,321.50		6,321.50T
	Equipment Rental - Skid Steer with Auger Drive	1,408.00		1,408.00T
	Bonding Insurance	5,394.16		5,394.16
	*** AK Sales will contact line locate companies, but owners are required to locate private lines. AK Sales will not be held responsible for damage to underground utilities. An additional charge may be required if adverse digging conditions occur. AK Sales shall not be held responsible for damage to existing landscape. Access with construction equipment is required. Issuance of purchase order is acceptance of terms as stated in this estimate.			
	*** Due to fluctuating surcharges this quote is valid for 30 days. *** Tax rate may change at time of invoicing due to NM Gross Receipts Tax schedule***			

CES 2023-17-C114-ALL- Turf, Tracks, Courts -with installation.

Subtotal \$105,235.20

Sales Tax (6.5625%) \$6,552.07

Total \$111,787.27

Phone #	Fax #
575-623-1488	575-623-0488



COMMISSION SPECIAL PROJECT

REQUEST

DATE: 2-29-2024
TOTAL AMOUNT OF REQUEST \$100,000.00
COMMISSIONER: Commissioner Larron Fields District 3
PROJECT NAME: Charlie Brown Basketball court renovation
LOCATION: Charlie Brown 1420 E. Dunnam
PURPOSE OF EXPENDITURE
The purpose of this expenditure will be to replace the existing aged out basketball court. The court will be replaced with a modern post tension concrete basketball court and new goals. The court will include striping for basketball and one pickle-ball court.

CLASSIFICATION: (circle one)

Government Entity (Hobbs Schools, NMJC, other)

Capital Improvement of public property (parks, streets, right of ways, etc)

Equipment to be owned or maintained by the City of Hobbs

Beautification project of City owned property (examples: clean-up supplies, advertising, tipping fees, etc)

Amendments to EDC airline subsidy

Animal Adoption Programs (spay & neuter programs)

City sponsored promotions (advertising, etc)

VENDORS TO BE USED:

A.K. Sales of Roswell of New Mexico

Vendor is CES

SIGNED



COMMISSION SPECIAL PROJECT

REQUEST

DATE: 2-29-2024
TOTAL AMOUNT OF REQUEST \$25,000.00
COMMISSIONER: Commissioner Dwayne Penick District 5
PROJECT NAME: Charlie Brown Basketball court renovation
LOCATION: Charlie Brown 1420 E. Dunnam
PURPOSE OF EXPENDITURE The purpose of this expenditure will be to replace the existing aged out basketball court. The court will be replaced with a modern post tension concrete basketball court and new goals. The court will include striping for basketball and one pickle-ball court.

CLASSIFICATION: (circle one) Government Entity (Hobbs Schools, NMJC, other)
Capital Improvement of public property (parks, streets, right of ways, etc)
Equipment to be owned or maintained by the City of Hobbs
Beautification project of City owned property (examples: clean-up supplies, advertising, tipping fees, etc)
Amendments to EDC airline subsidy
Animal Adoption Programs (spay & neuter programs)
City sponsored promotions (advertising, etc)
VENDORS TO BE USED: A.K. Sales of Roswell of New Mexico
Vendor is CES

SIGNED



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: Purchase a 2023 Type I Medix Ambulance

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: March 08, 2024
SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

The Hobbs Fire Department wishes to purchase a 2023 Type I Medix Ambulance utilizing a HGAC contract. The 2023 Type I Medix Ambulance would be placed into service as a front-line response unit, allowing the department to transition an older unit into the non-emergency transport cycle. The department currently has 8 ambulances in its fleet, and this purchase would allow us to maintain 9 ambulances in operation for our community.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total cost for purchasing the ambulance is \$392,245.00. There is currently \$400,000 budgeted for this purchase in 214021-44901-00303 (Legislative Appropriation - Ambulance). These funds were secured through a Junior Appropriation Bill and granted July 1, 2023.

Attachments:

- 1. Resolution
2. Ambulance specifications/quote
3. HGAC Contract

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

Mayor and Commission approve the purchase of a 2023 Type I Medix ambulance through a HGAC contract in the amount of \$392,245.00

Table with 2 columns: 'Approved For Submittal By' (with signatures for Department Director and City Manager) and 'CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN' (with fields for Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.)



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-23

Date Prepared:

3/8/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	City of Hobbs Fire Department	Contractor:	Southwest Ambulance Sales LLC
Contact Person:	Chief Doportio	Prepared By:	Bobby Davis
Phone:		Phone:	806-336-3949
Fax:		Fax:	
Email:		Email:	bobby@swambulancesales.com

Product Description: F-MSVII 170-T1 Medix Type I MSVII 170 Ford F450

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 221,532.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
See Attached	74,283.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	74,283.00

C. Customization Category Totals - Itemize below - Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
See Attached	63,450.00		
0		Subtotal From Additional Sheet(s):	
		Subtotal C:	63,450.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 21%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	359,265.00	=	Subtotal D:	359,265.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: 1,000.00

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

Description	Cost	Description	Cost
Delivery Fee	2600	5 Transcend Stair Chairs	25680
Title Application Fee	250	5 IV Warmers/Pressure Infusers	3450
		Subtotal F:	31980

Delivery Date: 5/15/2024 G. Total Purchase Price (D+E+F): 392,245.00

CH-0002	Upgrade chassis from 4x2 to 4x4	\$4,885
Ch-0005	Liquid Springs Suspension - Rear	\$15,720
99-2291	Liquid Springs Suspension - Front	10200
100015	Lonseal-Loncoin (tic Tac Toe) Flooring	731
99-1053-B	Dri-Deck in exterior compartments	608
99-2288	Air Horns: Buell dual horns	3238
99-0449	Additional 3 gallon Air Resivor	\$367
99-0423	Compartment Lights	486
200200MSV	Power Door Locks	1426
99-0093	Zico Electric Step	3700
1000072	Paint mid body down Type I	4855
500127	6 LED Scene/Load Lights @ \$349 each	2094
99-1776FM	Tow Eyes	625
99-3413	HVAC Stand Alone System	7044
99-0354	Whelen Low Frequency Howler	1418
200130	Fender Flares Rolled Stainless	446
99-1760	Idle Lock Ignition Security System	406
99-1626	Xantrex Inverter	1289
99-1084	Kussmal 30amp Super Auto Eject	\$1,418
99-0766A	Additional Battery	982
99-1358	All LED Emergency Lighting Package	3966
600080	Zico O2 Lift	5346
99-0851	Defibrillator Mount: NCE H7000	1495
800090	Corian Counter Tops	1538

\$74,283

Graphics Customization	\$7,350.00
Cot and Cot Fastener Customization	\$56,100.00
	\$63,450.00

Attachment A
Medix Specialty Vehicles, LLC
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Medix Specialty Vehicles	F-RP90-T1	Medix Type I RP-90ES Ford F-350 4x2 - Diesel Engine	\$ 199,493.33	10%
Medix Specialty Vehicles	C-RP90-T1	Medix Type I RP-90ES Chevrolet C-3500HD 4x2 Silverado Gas Engine	\$ 182,826.67	10%
Medix Specialty Vehicles	F-ME153-T1	Medix Type I 153 LTD Ford F-350 4x2 Diesel Engine	\$ 212,386.67	10%
Medix Specialty Vehicles	C-ME153-T1	Medix Type I 153 LTD Chevrolet C-3500HD 4x2 Silverado Gas Engine	\$ 196,466.67	10%
Medix Specialty Vehicles	R-ME153-T1	Medix Type I 153 LTD RAM 3500 4x2 Diesel	\$ 218,066.67	10%
Medix Specialty Vehicles	F-MSVII157-T1	Medix Type I MSV II 157 LTD Ford F-450 4x2 Gas Engine	\$ 245,920.00	10%
Medix Specialty Vehicles	R-MSVII157-T1	Medix Type I MSV II 157 LTD RAM 4500 4x2 Diesel	\$ 259,920.00	10%
Medix Specialty Vehicles	F-MSVII170-T1	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	\$ 246,146.67	10%
Medix Specialty Vehicles	R-MSVII170-T1	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	\$ 261,786.67	10%
Medix Specialty Vehicles	F-AL171-T1	Medix Type I MSV II 170 Ford F-450 4x2 Gas Engine	\$ 296,026.67	10%
Medix Specialty Vehicles	R-AL171-T1	Medix Type I MSV II 170 RAM 4500 4x2 Diesel	\$ 301,333.33	10%
Medix Specialty Vehicles	F-RP90-T3	Medix Type III RP-90 ES Ford E-350 DRW	\$ 154,040.00	10%
Medix Specialty Vehicles	C-RP90-T3	Medix Type III RP-90 ES Chevy G-3500 DRW	\$ 159,666.67	10%
Medix Specialty Vehicles	F-ME166-T3	Medix Type III 166 Ford E-450	\$ 183,360.00	10%
Medix Specialty Vehicles	C-ME166-T3	Medix Type III 166 Chevy G-4500	\$ 187,186.67	10%
Medix Specialty Vehicles	F-MSVII170-T3	Medix Type III MSVII170 Ford E-450	\$ 201,040.00	10%
Medix Specialty Vehicles	C-MSVII170-T3	Medix Type III MSVII170 Chevy G-4500	\$ 203,840.00	10%
Medix Specialty Vehicles	FT-WD-T2	Medix Type II Ford Transit SRH-148 WD	\$ 120,160.00	10%

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Medix Specialty Vehicles, LLC - Public Services - ID: 11129

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Medix Specialty Vehicles, LLC, hereinafter referred to as the Contractor, having its principal place of business at 3008 Mobile Drive, Elkhart, IN 46514.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: Removal Obsolete, Worn-Out, and Unusable Personal Property. **(AUCTION)**
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: March 11, 2024
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A, attached hereto and incorporated herein by reference, and the governing body hereby makes the official, specific finding that each item of property on the attached list: (1) is obsolete and of no value; and (2) is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and (3) that all such items should be deleted from the City's public inventory and sold at a public auction in Hobbs, New Mexico; Public auction is set for April 27, 2024.

Fiscal Impact:

Reviewed By: _____

Finance Department

The proceeds from the Auction will be receipted into the General Fund, with the exception that any assets associated with grant funds will be applied to the special revenue funds where the purchase originated.

Attachments:

- Resolution
- List of Auction Items

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve 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. 7455

A RESOLUTION RELATING TO DISPOSITION OF OBSOLETE,
WORN-OUT AND UNUSABLE PERSONAL PROPERTY

BE IT RESOLVED by the governing body of the City of Hobbs, New Mexico, that:

A. The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A (auction items), attached hereto and incorporated herein by reference, and the governing body here by makes the official, specific finding that each item of property on the attached list:

(1) Is obsolete and of no value; and

(2) Is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and

(3) That all such times should be deleted from the City's public inventory and sold at public auction in Hobbs, New Mexico; and

B. Pursuant to the provisions of N.M.S.A § 13-6-1 of the governing body of the City of Hobbs, as a prerequisite to its action making such deletion and disposition of the items of personal property, hereby designates a committee of three officials from this governing body, namely Mayor Sam Cobb, Commissioner Finn Smith, and Commissioner Dwayne Penick, to approve and oversee the disposition of the property this finding is duly sworn and subscribed under oath by the Mayor and each member of the City Commission.

C. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED AND APPROVED THIS 18th day of March, 2024.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FY24 Auction Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class	
1106	Stanley Hydraulic Jack with hose	NA	1389	4019	10/16/1984	1,650.50		G	EQ	*RETIRED
1260	1986 Chevy Dump Truck (Kodiak)	264	89T244372	4019	5/16/1990	24,150.00		G	EQ	*RETIRED
1367	Walk Behind Ditch Witch Trencher	422	1K1677	0315	12/16/1993	5,495.00		G	EQ	*DISPOSED*
1577	1997 MULTI-PURPOSE WORKOUT EQUIPMENT			202	12/16/1997	1,899.00		G	EQ	
2248	JD Brush Hog MX10 (green)	886	WOMX10E011226	320	10/24/2005	5,296.14		G	EQ	
2251	TOCON GTP-3002LW	8051	1K0066	410	9/14/2005	9,060.25		G	EQ	
2252	TOPCON DL-102C	8052	723492	410	9/14/2005	1,791.28		G	EQ	
2441	Trimbal R8 Model 2 & TSC2	8055	4629118897 & SS26A18523	410	9/21/2006	27,426.60		G	EQ	
2442	Trimble R8 Model 2 & TSC2	8056	4629118907 & SS27A18662	415	9/21/2006	25,181.10		G	EQ	
2553	TOPCON DL-102C	8053	UH0873	410	9/14/2005	2,525.25		G	EQ	
2610	Toro BBQ Cart	49	80259	4018	11/16/1978	2,695.00		G	EQ	*RETIRED
3219	Kubota Tractor M6800	596	M6680-50452	321	1/16/1999	21,661.33		G	EQ	
3499	Sod attachment for Skid Steer (Melroe)	NA	749900227	320	5/16/2001	2,886.00		G	EQ	
3572	John Deere Gator UTV	1336	VGOTURF016494	321	12/16/2001	7,168.51		G	EQ	*RETIRED
3580	Accu-Pro Foley United Reel Grinder	850	10F63001627	315	1/16/2002	18,552.50		G	EQ	
3611	2002 Dodge Pickup	715	1D7HA16N22J219568	202	4/16/2002	16,364.00	RAM	G	EQ	
3744	Utility Trailer (White) Deck Over	784	1R9UA18263H047030	320	3/13/2003	1,795.00		G	EQ	
3957	Kubota Tractor L4400	695	10177	315	3/28/2005	14,997.00		G	EQ	
4149	Utility Trailer (Black) PJ Trailer	1219	48318	320	7/11/2005	1,800.00		G	EQ	
4239	REMODEL COMMUNICATIONS CENTER			205	6/30/2006	5,065.90		G	LI	
4917	2007 Dodge 1500	959	1D7HU18207J572716	202	2/16/2007	34,544.00	Ram 4x4	G	EQ	
5181	Trimbal R8 Model 2 & TSC2	8065	4811147393 & SS70C25293	410	4/17/2008	23,435.45		G	EQ	
5188	2008 Ford F-150	1152	1FTRF12W68KD60712	208	5/1/2008	16,633.77	F-150	G	EQ	
5212	Ditch Witch Trencher Backhoe	1220	CMWA720XC80000132	320	5/22/2008	78,028.37		G	EQ	
5218	Shuttle Z EZ-Go Limo Cart Prop# 8167	1171	2632594	4019	6/13/2008	9,750.00		G	EQ	
5825	Kawasaki Mule 600	1220	JK1AFEB159B517358	4315	5/19/2008	5,533.28	N/A	G	EQ	
5831	Soda Blaster with pump attachment (diesel)	1236	SH : 29140/M# : D2100H1	320	1/15/2009	33,850.00		G	EQ	
5842	Trimbal 5800 & TSC2	8117	4812149073 & SS79C31399	410	9/5/2008	17,816.10		G	EQ	
5865	JD Gator	1245	W0TURFC011511	315	4/14/2009	6,441.19		G	EQ	
6058	2011 Chevy Tahoe	1323	1GNLC2E07BR280711	202	5/10/2011	42,906.74	Tahoe	G	EQ	

FY24 Auction Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class
6117	2012 Chevy Tahoe	1354	1GNLC2E09CR191966	202	2/22/2012	44,785.32	Tahoe	G	EQ
6120	2012 Chevy Tahoe	1351	1GNLC2E01CR192030	202	2/22/2012	44,785.32	Tahoe	G	EQ
6125	2012 Chevy Tahoe	1367	1GNLC2E03CR195897	202	3/12/2012	45,210.32	Tahoe	G	EQ
6126	2012 Chevy Tahoe	1368	1GNLC2E0XCR193788	202	3/12/2012	45,210.32	Tahoe	G	EQ
6131	2012 Chevy Tahoe	1362	1GNLC2E06CR191892	202	3/12/2012	45,210.32	Tahoe	G	EQ
6239	STEC Blecavator	1384	1K1677	315	5/10/2012	7,535.00		G	EQ
6242	Cushman Turf-Truckster UTV	1188	840560002425	315	9/16/2011	20,325.00		G	EQ
6427	JD 1600	1402	ITC 1600TJBT090123	320	12/20/2012	49,605.38		G	EQ
6445	2013 Chevy Tahoe	1429	1GNLC2E01DR253099	202	4/26/2013	41,711.53	Tahoe	G	EQ
6446	2013 Chevy Tahoe	1428	1GNLC2E00DR253305	202	4/26/2013	43,969.48	Tahoe	G	EQ
6447	2013 Chevy Tahoe	1427	1GNLC2E01DR253653	202	4/26/2013	39,581.84	Tahoe	G	EQ
6450	2013 Chevy Tahoe	1430	1GNLC2E05DR264901	203	4/26/2013	30,585.40	Tahoe	G	EQ
6573	2014 Chevy Tahoe	1471	1GNLC2E00ER150564	202	10/3/2013	26,725.00	Tahoe	G	EQ
6578	2014 Chevy Tahoe	1469	1GNLC2E07ER149749	202	10/3/2013	26,725.00	Tahoe	G	EQ
6583	2014 Chevy Tahoe	1482	1GNLC2E07ER150464	202	10/3/2013	26,725.00	Tahoe	G	EQ
6584	2014 Chevy Tahoe	1474	1GNLC2E02ER151635	202	10/3/2013	26,725.00	Tahoe	G	EQ
6591	2013 Chevy Tahoe	1440	1GNLC2E04DR252240	202	7/11/2013	49,578.43	Tahoe	G	EQ
6594	2013 Chevy Tahoe	1435	1GNLC2E07DR253785	202	7/11/2013	39,578.43	Tahoe	G	EQ
6595	2013 Chevy Tahoe	1437	1GNLC2E01DR251000	202	7/11/2013	41,711.53	Tahoe	G	EQ
6598	2013 Chevy Tahoe	1450	1GNLC2E0XDR320010	202	8/1/2013	45,855.57	Tahoe	G	EQ
6599	2013 Chevy Tahoe	1451	1GNLC2E01DR322857	202	8/1/2013	45,855.57	Tahoe	G	EQ
6600	2013 Chevy Tahoe	1457	1GNLC2E09DR320824	202	8/1/2013	45,855.57	Tahoe	G	EQ
6601	2013 Chevy Tahoe	1456	1GNLC2E04DR322934	202	8/1/2013	45,855.57	Tahoe	G	EQ
6603	2013 Chevy Tahoe	1454	1GNLC2E06DR620943	202	8/1/2013	45,855.57	Tahoe	G	EQ
6606	2013 Chevy Tahoe	1458	1GNLC2E02DR322043	202	8/1/2013	36,121.23	Tahoe	G	EQ
6638	eXmark DS-Series	1534	314608610	320	4/10/2014	15,129.00		G	EQ
6792	Cushman UTV / EZ Go Ranger Cart		EZGBJOBBAJF3093665	4315	11/21/2014	13,873.00	EZ GO 1200	G	EQ
7342	2018 Dodge Charger	1693	2C3CDXKTXJH144240	202	12/21/2017	50,343.10	CHARGER	G	EQ
7343	2018 Dodge Charger	1688	2C3CDXKT6JH144235	202	12/21/2014	50,343.10	CHARGER	G	EQ
Not on Asset List									
	2" REG WITH 6FT ANTENNA X 9					\$1,626.39			
	2010 John Deere Reel Mower 8700 PC FM		TC8700X010505	4315					
	3" HPT REGISTER X 2					\$376.37			
	3" LOSIDE REGISTER X 5					\$940.92			

FY24 Auction Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class
	3.5 mm Audio to 3.5 mm Audio								
	4" COMPND HISIDE R900					\$184.61			
	5/8" AUTOMATED READ NEPTUNE WATER METER X10					\$1,857.60			
	6" BUTTERFLY VALVE					\$177.02			
	75 Horse Power Motor								
	9 Pin Serial to unknown 12 pin								
	BNC to BNC Cable								
	BNC to BNC Cable								
	Calcomp Digitizing Pad		S/N: 4ASS05141B						
	Campbell Protable Air Compressor								
	Chainsaw with case	4019-13	13101N200162	4019					
	CM Pick-up bed with rear bumper in bed		DB40471	320					
	Coax Cable								
	Coax Cable								
	Conveyor trailer		No visible #'s	4315			P/N: 115000-00		
	Desktop Wide Format Inkjet Printer		S/N: MY67H1Z07X				P/N: 8003295		
	EZ-Go Golf Cart #10		Charger S# : 460505361	4315					
	FIRE HYD EXT 4 FT					\$1,385.90			
	FIRE HYD EXT 12 X 10					\$1,114.48			
	FIRE HYD EXT 18 X 2					\$352.54			
	FIRE HYD EXT 24 X 6					\$1,443.84			
	FIRE HYD EXT 36					\$630.00			
	Firewire Cable								
	Ford Headache Racks with Amber Lights								
	Ford Headache Racks with Amber Lights								
	Ford Super Duty 4x4 pickup bed		No visible #'s	320					
	Gas Powered Welder	29		4019					
	Gator Trailer (homemade)		No visible #'s	4315			Model: SM-T230NYKAXAR		

FY24 Auction Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class
	Heavy Duty Dodge Ram Pick-up Bed		No visible #'s	320					
	HP Desktop Laser Printer		S/N: CNRXX29632						
	Husqvarna Ring Saw (bad o ring)								
	IBM Parallel Port Switch								
	John Deere Backhoe bucket			4315					
	Land Pride - Orange Bush Hog Deck		877028	320			P/N: 000217400 Server Name: SCA14472 Model: EPSX3		
	Large parts washer 3.5 amps 60 cycle		N-0220	320			P/N:52083		
	LELY Spreader		1001 060?	4315			Model: SM- T230NYKAXAR		
	LELY Spreader		23203113026305.00	4315					
	Line Painter			326					
	Linksys 3 Port Print server		S/N: 881564631502						
	Lot of 5 2013 F-250 receiver hitches		No visible #'s	320					
	Lot of 9 RKI Headache Racks		No visible #'s	320					
	Microsoft PS2 Trackball		ID: 67206-579-7819703-00000						
	Mosquito Fogger	351		4019					
	Mosquito Fogger		4107	4315			P/N: DG3514351		
	Onan 6500 Portable Generator								
	Pallet Jack		No visible #'s	320			P/N:52083		
	Parallel to Printer cable								
	Patner Hydraulic Saw K3600								
	PC Power Cables								
	PC Power Cables								
	PC Power Cables								
	PC Power Cables								
	PS2 Logitech Mouse		S/N: LZA84358944						
	PS2 to PS2 cable								
	PS2 to unknown 12 pin								
	PS2 to unknown 12 pin								
	Rigid Bench Grinder (bad cord)								
	RJ- 45 Ethernet Cable								

FY24 Auction Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	RJ-11 Phone Cable								
	Samsung Galaxy Tab 4		S/N: R52H30AJ3TA				GISBD 400		
	Samsung Galaxy Tab 4		S/N:R52H30AGWXV				GISBD 500		
	Samsung Monitor								
	schonstedt Magnetic and cable Locator								
	Skid Steer Tires (stack of 4)		14-17.5/36x7x11	320					
	Small Trailer (homemade)	21	No visible #'s	4315			Model: 4240n		
	Steel Wheel Roller (homemade)		No visible #'s	326			Model: 9800		
	Toro LX 420 Twin Cam Riding Mower		1D076B10216	326					
	Toro Mower		No visible #'s	4315			Model: 34180		
	Tow behind Plug Aerator (Black)		21103721	4019					
	Tow Behind Plug Aerator (orange #2)		No visible #'s	4019					
	Tow Behind Plug Aerators (orange - #1)		No visible #'s	4019					
	Tractor Axle		AM117426	4019					
	TRAFFIC BARREL X 38					\$3,051.40			
	Tree Auger Bit		No visible #'s	4019					
	Trimble Power Adapters								
	Trimble Power Adapters								
	Trimble TDL-450 Hard Case								
	Trimble Zephyr 1		SN: 0220093678				(PART OF) ORIGINAL BASE STATION		

FY24 Auction Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class
	Trimble Zephyr 3		SN:1551129645				(PART OF) NET R9 BASE STATION		
	Troy Bilt xp Kohler Courage 25hp 50" Z Turn 750cc		No visible #'s	321			P/N: X03-09209		
	Unkown Trimble Hard Case								
	USB A to USB B Cable								
	USB A to USB Micro Cable								
	USB Dell Mouse		S/N: HCA52241523						
	USB Dell Mouse		S/N: J0L0050A						
	USB Logitech Mouse		S/N: HCA51805173						
	Utility Trailer (White)	307	No visible #'s	320			P/N: 7005199		
	Vaughn Pump - 10 hp/460 V								
	VGA to VGA Cable								
	VGA to VGA Cable								
	VGA to VGA Cable								
	VGA to VGA Cable								
	VGA to VGA Cable								
	VGA to VGA Cable								
	VGA to VGA Cable								
	VGA to VGA Cable								
	Wacker Neuson Tamper (Wm 100)								
	Walk Behind Edger			326					
	Water Tank Trailer	x459	No visible #'s	4019					
	Wire and pipe plans rack								
	Wire and pipe plans rack								
	Wire and pipe plans rack								
	Wire and pipe plans rack								



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: Removal Obsolete, Worn-Out, and Unusable Personal Property. **(DISPOSAL/REMOVAL)**
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: March 11, 2024
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A, attached hereto and incorporated herein by reference, and the governing body hereby makes the official, specific finding that each item of property on the attached list: (1) is obsolete and of no value; and (2) is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and (3) that all such items should be deleted from the City's public inventory and sold at a public auction in Hobbs, New Mexico;

Fiscal Impact:

Reviewed By: 
Finance Department

Assets will be disposed and removed from the City of Hobbs fixed asset listing.

Attachments:

- Resolution
- List of Disposal/Removed Items

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve 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: _____
File No. _____

Denied

CITY OF HOBBS

RESOLUTION NO. 7456

A RESOLUTION RELATING TO DISPOSITION OF OBSOLETE,
WORN-OUT AND UNUSABLE PERSONAL PROPERTY

BE IT RESOLVED by the governing body of the City of Hobbs, New Mexico, that:

A. The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A (disposal/removal items), attached hereto and incorporated herein by reference, and the governing body here by makes the official, specific finding that each item of property on the attached list:

(1) Is obsolete and of no value; and

(2) Is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and

(3) That all such times should be deleted from the City's public inventory and sold at public auction in Hobbs, New Mexico; and

B. Pursuant to the provisions of N.M.S.A § 13-6-1 of the governing body of the City of Hobbs, as a prerequisite to its action making such deletion and disposition of the items of personal property, hereby designates a committee of three officials from this governing body, namely Mayor Sam Cobb, Commissioner Finn Smith, and Commissioner Dwayne Penick, to approve and oversee the disposition of the property this finding is duly sworn and subscribed under oath by the Mayor and each member of the City Commission.

C. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED AND APPROVED THIS 18th day of March, 2024.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FY24 Disposal Listing

ASSET #	DESCRIPTION	UNIT #	SERIAL #	DEPT	ACQ DATE	AMOUNT	MODEL #	Type	Class	Comment
2451	2006 Scanner (records Division)			205	8/29/2006	3,225.00	scanner	G	EQ	destroyed
3694	PAVILION / CHARLIE BROWN PARK		1501280013335	320	12/16/2001	9,890.00	30 X 30 SHELTER			
7135	RICOH COPIER		C33RB00566	220	5/17/2017	5,838.41	MP5055SP	G	EQ	NON FUNCTIONAL
7341	2018 Dodge Charger	1687	2C3CDXKT4JH144234	202	12/21/2017	50,343.10	CHARGER	G	EQ	* DONATED TO NMJC ACADEMY
7345	2018 Dodge Charger	1692	2C3CDXKT1JH144238	202	12/21/2017	50,343.10	CHARGER	G	EQ	* DONATED TO NMJC ACADEMY
7349	2018 Dodge Charger	1694	2C3CDXKT1JH144241	202	12/21/2017	50,343.10	CHARGER	G	EQ	* DONATED TO NMJC ACADEMY
7887	K9 ROKI NARCOTICS WITH HNADLER COURSE			202	10/19/2019	12,000.00		G	EQ	DONATED TO N.C.
7888	K9 ARES NARCOTICS WITH HNADLER COURSE			202	10/19/2019	12,000.00		G	EQ	DONATED TO N.C.
7926	JWC MIFFIN MONSTER INFLUENT GRINDER		5035535-1-1	4062	4/8/2020	3,203.03	JWC/CDD5010-XDS2.0	P	EQ	
7930	K9 OFFICER BADI(BOMB DETECTION)			202	5/26/220	13,500.00		G	EQ	EXPIRED DUE TO UNFORSEEN HEALTH COMPLICATIONS
8153	K9 OFFICER LOKI DUAL PURPOSE			202	1/31/2022	11,000.00		G	EQ	SOLD TO LOVINGTON PD
	Ice-O-Matic (Silver/Black)		15031280011579							dispose
	Ice-O-Matic (White/Black)		No visible #'s							dispose
	True Forced Air Bottle Cooler		8549617							dispose
	True Ice Maker		15031280013224							dispose
	water dispenser X3									non funtional
	SUBMERSIBLE WEMCO CHOP FLOW FINAL CLARIFIER SCUM PUMP		06DW0243-09	4062	7/26/2007	17,630.00	WEMCO 6X3 CFS4			COMPONENT OF 5333
	Hootboard				11/06/18	4,799.00				
							Kiosk 49" w/capacitive touch			outdated no longer functional
	Triple S Floor Burnisher		20598	330			54396			scrubber off balance
	Iscrub 2.0 Floor Scrubber-RideAlong		100613300998	330			Windsor Chariot			Short in the on/off switch



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 18, 2024

SUBJECT: RFP 547-24 Professional Design Services/Family Aquatics Design Project
DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: March 11, 2024
SUBMITTED BY: Doug McDaniel

Summary:

The City of Hobbs issued Request for Proposal (RFP) 547-24 on January 7, 2024. RFP 547-24 seeks professional design services for a proposed outdoor, multi-generational family aquatics center. The City of Hobbs Finance Department received seven (7) proposals prior to the proposal deadline of 5:00 p.m., January 23, 2024. All seven (7) proposals were deemed to be responsive by the Finance Department. The RFP evaluation committee, which was comprised of staff from the Recreation, Parks and Open Spaces, Engineering, and General Services Departments, ranked each respondent individually and determined that Halff Associates, Inc. is the most qualified offeror:

Halff Associates, Inc. 85.75 (avg. score)

Halff Associates, Inc., has submitted costs for Phases 1, 2, and 3 which will complete the Conceptual Design process. At completion of Conceptual Design, staff will return to the City Commission for approval of a secondary contract with Halff Associates, Inc., that will include Halff's Opinion of Probable Construction Costs (OPCC), bid items, quantities, estimated bid costs, and Construction Documents, if desired.

Fiscal Impact:

Reviewed By: [Signature] Finance

The City has included \$400,000.00 for Professional Design Services in the FY24 budget, and also received a \$600,000.00 Regional Recreation Centers & Quality of Life Grant from the State of New Mexico to assist with Professional Design Services.

Table with 2 columns: Category and Amount. Rows include FY24 Budget, Grant Funding, Design Fee Base Services Phases 1, 2, 3, NMGRT 6.5625%, Direct Cost, and Base Services Grand Total.

Attachments:

RFP 547-24 Score Sheet issued by the City of Hobbs Finance Department
Professional Services Agreement including cost estimate

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Consideration and Approval of RFP 547-24 Contract Award to Halff Associates, Inc.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

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



RFP EVALUATION CRITERIA

RFP 547-24
MULTI-GENERATIONAL FAMILY AQUATICS DESIGN PROJECT

EVALUATION CRITERIA AND POINT VALUES

OFFERORS: _____ REVIEWER: _____ OVERALL FINAL SCORE _____

Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

2-16-2024

RATING SHEET FOR	Applicant:	ASA ARCHITECTS	CONFLUENCE	COUNTRYMAN & CO.	HALFF & ASSOCIATES	MOLZEN CORBIN	HUITT ZOLLARS	PARKHILL, SMITH & COOPER
ITEM	POSSIBLE POINTS	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE
PLANNING & DESIGN SERVICES								
1. Specialized Design and Technical Competence*	25	23.75	23.50	23.50	24.50	23.25	24.00	23.50
2. Capacity and Capability*	25	23.25	23.50	22.25	24.25	23.25	24.25	23.75
3. Past Record of Performance*	20	18.75	19.00	17.75	18.50	18.50	19.00	18.75
4. Proximity to or Familiarity*	15	14.00	12.75	13.00	14.50	13.50	13.25	14.00
5. Work to be Done in New Mexico* Amount of design work that will be produced by a New Mexico Business within the State OR New Mexico Business with Veterans' Preference. <i>Note:</i> Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved.	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding	N/A Project Contains partial Federal Funding
6. Current Volume of Work with the Contracting Agency Not 75% Complete*	5	4.00	4.00	4.00	4.00	4.00	4.00	4.00
SUBTOTAL (total possible points for PLANNING & DESIGN SERVICES)	90	83.75	82.75	80.50	85.75	82.50	84.50	84.00

*Items required by statute (§ 13-1-120.B NMSA 1978).



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 18th day of March, 2024, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Halff Associates, Inc., an independent contractor with a business address of 2601 Meachem Blvd, Suite 600, Fort Worth, TX 76137 (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

For Phases 1, 2 and 3 of Professional Design Services reference Attachments A, B, C, D: Basic Scope of Services Conceptual Design and Public Engagement Services for the Multi-Generational Family Aquatics Center in City of Hobbs, New Mexico.

The referenced Scope of Services, above, will complete Conceptual Design. At the completion of Conceptual Design, City of Hobbs staff will return to the City Commission for approval of a secondary contract with Halff Associates, Inc., that will include Halff's Opinion of Probable Construction Costs (OPCC), bid items, quantities, estimated bid costs, and Construction Documents, if desired.

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 \$ 178,122.00 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 \$ 178,122.00. 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: Toby Spears, Finance Director, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 2601 Meachem Blvd., Suite 600, Fort Worth, TX 76137 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 (575) 397-9291 ; **and**
Contacting City via e-mail at dmcdaniel@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:

Contractor Approval:

Contractor Signature

Account No.: 21-9999-30718-00376

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Manager Approval:

City Attorney

City Manager

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

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

City Clerk

Mayor

ATTACHMENT A
BASIC SCOPE OF SERVICES
CONCEPTUAL DESIGN AND PUBLIC ENGAGEMENT SERVICES
FOR THE MULTI-GENERATIONAL FAMILY AQUATICS CENTER IN
CITY OF HOBBS, NEW MEXICO

I. PURPOSE

Halff Associates, Inc. (HALFF) shall provide Conceptual Design and Public Engagement Services for the Multi-Generational Family Aquatics Center (PROJECT), for the City of Hobbs, New Mexico (CLIENT). The purpose of the Project is to prepare a concept plan for the identified project that reflects the programming recommendations identified in the City of Hobbs Aquatics Facility Evaluation and as noted in the Request for Proposals for Professional Services for the Multi-Generational Family Aquatics Design Project.

II. ASSUMPTIONS

The anticipated location for the PROJECT is located in the City of Hobbs, New Mexico on property totaling approximately 240 acres south of Highway 218, west of Highway 62, north of E Sanger Street, and east of Taylor Elementary School within the limits of a proposed destination park and sports complex. See Attachment D for a project exhibit.

Program and site improvements for this PROJECT noted in the Request for Proposals for Professional Services for the Multi-Generational Family Aquatics Design Project may include the following.

- Bathhouse that includes restrooms and showers, lockers, staff office, lifeguard room, entrance and cashier's station.
- Separate building for storage and pool mechanical/pump/chemical equipment
- Aquatic amenities including:
 - Zero depth entry pool with shaded toddler play structures.
 - Shaded spray-ground structure for tots and infants.
 - Shallow water pool for swim lessons, water sports such as basketball / volleyball, and a removable obstacle course.
 - Slide tower with a plunge slide, body slide(s) and launch slide.
 - Shaded and unshaded lounge areas in shallow water.
 - Diving boards.
 - Ample shaded structures on pool deck for lounge chairs.
 - Picnic tables.
 - Vending area.
 - Small shaded playground structure.

The scope of services included in this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The scope of work herein represents a single, stand-alone project consisting of tasks described below for the concept design and public engagement of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. All Tasks described herein will be completed consecutively, beginning with **Phase 1**, prior to beginning all subsequent Phases.
3. The PROJECT will follow CLIENT-Specific design requirements as applicable.

4. CLIENT and other franchise utility providers (facilitated by CLIENT) within or adjacent to the PROJECT area will provide available existing conditions information and base-map data, including, but not limited to:
 - As-built plans, record drawings, and/or condition assessments for all existing utilities located within or adjacent to the Project area.
 - Current property and easement information.
 - Aerial Photographic Data.
 - Existing or previous environmental reporting.
 - Floodplain mapping
 - Roadway expansion construction documents
5. **HALFF is not responsible for acquiring Right of Entry (ROE).** If required for the completion of the PROJECT Tasks, CLIENT shall be responsible for the facilitation and coordination with all impacted utility franchise and/or private property owners for providing access and ROE for any necessary data collection, field assessments, and/or site investigations.
6. The CLIENT will be responsible for coordinating and facilitating the distribution of submittal packages to any necessary stakeholders, including correspondence during the submittal review period(s) and providing HALFF with organized reviews/comments/feedback from all reviewing entities.
7. In addition to any base map data provided by the CLIENT (as described above), HALFF may utilize publicly available data (aerial ortho imagery, lidar contours, record drawings, etc.) to supplement project development outside the limits of the existing park. All supplemental information will be used in the assessment, review, and conceptual design of the proposed improvements.
8. A decision will be made on the selected site prior to the start of data gathering. This proposal is based on concept plans being prepared for one site and not multiple sites.

PHASE 1 – PRE-DESIGN

TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

HALFF will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, HALFF will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

Coordination / Project Kick-off Meeting and Site Visit:

HALFF will attend one (01) in-person coordination/project kick-off meeting and site visit the selected PROJECT location with the CLIENT to confirm the goals and objectives of the PROJECT. Notes will be taken by HALFF to record items discussed and decisions made during this meeting and site visit and provided to all attendees. Photographs will be taken during the site visit to record existing conditions.

- Project Kick-Off Meeting – One (01) meeting (max 4 hour duration)

CLIENT/Stakeholder Coordination Meetings:

HALFF, with assistance from the CLIENT, will engage, facilitate, and schedule Agency/Stakeholder Coordination Meetings with the CLIENT and select stakeholders. **The number of CLIENT Coordination Meetings shall not exceed two (02). One meeting will be in person and the follow up meeting will be virtual.** Meeting objectives will include preliminary design discussions with general question and answer. CLIENT comments will be incorporated into the Preliminary Concepts Plans. Notes will be taken

by the HALFF to record items discussed and decisions made during these meetings and provided to all attendees.

- CLIENT/Stakeholder – One (01) initial in-person meeting (max 3 hour duration not including travel time)
- CLIENT/Stakeholder - One (01) follow up virtual meeting max 2 duration)

Task 1.1 Deliverables:

Notes will be taken by HALFF at all meetings to record items discussed and decisions made. Deliverables provided by HALFF shall include the following:

1. One (01) Digital PDF copy of the Project Kick-Off meeting notes.
2. One (01) Digital PDF copy of the Client Coordination meeting notes.
3. Digital PDF copies of the monthly progress reports (provided as a part of monthly invoicing).

TASK 1.2 – DATA COLLECTION AND BASE MAP PREPARATION

Data Collection / Base Map Preparation:

The CLIENT will provide HALFF all available data relevant to the PROJECT. With assistance from the CLIENT, HALFF will collect the data necessary to develop the concept plans. HALFF will prepare a project base map for the proposed concept plans utilizing HALFF's, CLIENT's, and other Stakeholder's gathered relevant project data. At a minimum, data will include the following information:

- Google Earth and/or Near Map aerial photography and mapping
- Hobbs Regional Data, Existing photometric (LIDAR) topographic contours (2-foot contour interval), and other information (as available)
- FEMA Flood Boundary Maps and Flood Insurance Studies (locations of FEMA 100-year floodplain and floodway – if applicable)
- Existing and adopted land use maps and plans (if applicable)
- Local comprehensive and thoroughfare plans (if applicable)
- Utility (as-builts and/or record drawings) data including underground/at-grade/overhead, location, type, size, owner name and contact information.
- Property information as well as Property Lines, Easements, ROW Limits, and other information (as available)
- Existing survey information
- Previously prepared drainage studies (if applicable)
- Development Site Plans (if applicable)

Task 1.2 Deliverables:

Deliverables provided by HALFF shall include the following:

1. One (01) 22"x34" Digital PDF and/or JPG copy of the Project Base Map.

PHASE 2 – PUBLIC ENGAGEMENT

TASK 2.1 – PROJECT MANAGEMENT AND COMMUNICATION (CONT.)

Project Management Coordination, Communications, and Reporting:

HALFF will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, HALFF will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

Task 2.1 Deliverables:

Deliverables provided by the HALFF shall include the following:

1. *Digital PDF copies of the monthly progress reports (provided as a part of monthly invoicing).*

TASK 2.2 – PUBLIC OUTREACH

Public Open House Events/Engagement Meetings:

HALFF will conduct no more than two (02) Public Open House Events/Engagement Meetings in coordination with the CLIENT to present the PROJECT and vision. The CLIENT will be responsible for reserving or providing the meeting location and promoting the meeting. Unless otherwise directed by CLIENT, Notes will be taken by HALFF to record items discussed and decisions made during these meetings.

The public meetings and presentation material will be as follows:

- **Meeting 1:** CLIENT and HALFF will introduce the PROJECT and present the Vision using preliminary ideas and strategies previously established, identifying opportunities, constraints, and possible amenities. The goal of the meeting is to garner feedback that can be used for the creation of the Preliminary Concept Plans (Max 2 hour duration).
- **Meeting 2:** CLIENT and HALFF will present the Final Concept Plan, which will incorporate information gathered from Meeting 1. (Max 2 hour duration)

Task 2.2 Deliverables:

Notes may be taken by HALFF to record items discussed and decisions made during project meetings as listed above and will be provided to the CLIENT in 8.5"x11" digital PDF format.

Deliverables provided by HALFF shall include the following:

1. *One (1) Digital PDF copy of the Public Engagement meeting notes.*

PHASE 3 – CONCEPT DEVELOPMENT

TASK 3.1 – PROJECT MANAGEMENT AND COMMUNICATION (CONT.)

Project Management Coordination, Communications, and Reporting:

HALFF will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, HALFF will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

Drawing Deliverable Review/Comment Resolution Meetings:

After each submittal milestone has been delivered to the CLIENT, HALFF will schedule and conduct Concept Plan Deliverable Review/Comment Resolution Meetings with the CLIENT to discuss submittal review comments related to the PROJECT at the submittal milestones identified below. **The number of Concept Plan Deliverable Review/Comment Resolution Meetings shall not exceed two (02).**

Meeting objectives will include concept design feedback, comment review discussions, and subsequent submittal expectations, with general question and answer. Notes will be taken by HALFF at all meetings to record items discussed and decisions made. The submittal milestones are as follows:

- Preliminary Concept Plan – One (01) meeting (Max 2 hour duration)
- Final Concept Plan – One (01) meeting (Max 2 hour duration)

Task 3.1 Deliverables:

Deliverables provided by the HALFF shall include the following:

1. *One (01) Digital PDF copy of the meeting notes.*
2. *Digital PDF copies of the monthly progress reports (provided as a part of monthly invoicing).*

TASK 3.2 – PRELIMINARY CONCEPT PLANS

Preliminary Concept Plan:

HALFF will prepare two (02) Preliminary Concept Plans that helps communicate the intent and vision of the PROJECT. The Preliminary Concept Plans shall include the layout of improvements as described under the project scope. HALFF will identify any locations where exceptions to the proposed program items may not be compatible with the site. HALFF's Preliminary Concept Plans shall be formatted at 22-inch-Wide x 34-inch-Long.

Subsequent Submittal Milestone Preparation:

HALFF will incorporate all applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the Final Concept Plan.

Task 3.2 Deliverables:

Deliverables provided by HALFF shall include the following:

1. *One (01) Digital PDF and/or JPG copy of each Preliminary Concept Plan (02 Total).*

TASK 3.3 – FINAL CONCEPT PLAN

Final Concept Plan:

Based on the input gathered from the Preliminary Concept Plan Drawing Deliverable Review / Comment Resolution Meeting, HALFF will prepare one (01) Final Concept Plan that helps communicate the intent and vision of the PROJECT. The Final Concept Plan shall include the layout of improvements as described under the project scope. HALFF will identify any locations where exceptions to the proposed program may not be compatible with the site and phasing recommendations. HALFF's Final Concept Plan shall be formatted at 22-inch-Wide x 34-inch-Long. A color rendering will be prepared to include with the final concept plan.

Task 3.3 Deliverables:

Deliverables provided by HALFF shall include the following:

1. *One (01) Digital PDF and/or JPG copy of the Final Concept Plan.*
2. *One (01) Digital PDF and or JPG copy of the Color Rendered Final Concept Plan.*

TASK 3.4 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

Preliminary Concept Plan :

HALFF shall provide an Opinion of Probable Construction Cost (OPCC) for each of the the Preliminary Concept Plans. HALFF's OPCC shall be based on the quantities indicated on HALFF's plans and on the unit prices current at the time of the OPCC preparation. All quantities included in the OPCC's are preliminary and shall be subject to change based on the reviews of the CLIENT. OPCC's shall include bid items, quantities and estimated bid costs.

Final Concept Plan OPCC:

HALFF shall provide an updated Opinion of Probable Construction Cost (OPCC) with the Final Concept Plan submittal. HALFF's OPCC shall be based on the revised quantities indicated on HALFF's final concept plan and on the unit prices current at the time of the cost opinion preparation. All quantities

included in the OPCC are final and shall not be subject to change based on the reviews of the CLIENT and stakeholders. OPCC's shall include bid items, quantities and estimated bid costs.

Task 3.4 Deliverables:

Deliverables provided by HALFF at each submit milestone shall include the following:

1. *One (01) Digital PDF copy of the Preliminary and Final Opinion of Probable Construction Costs listing bid items, quantities, and estimated bid costs.*

TASK 3.5 – CITY COMMISSIONERS PRESENTATION

HALFF will prepare a power point presentation to present to a joint meeting of the City Commission, Advisory Board and the Community Affairs Board that will include the color rendered final concept plan and the opinion of probable construction cost. Notes will be taken by HALFF at this meeting to record items discussed and decisions made.

- City Commissioners Presentation – One (01) meeting (Max 3 hour duration, not including travel time)

Task 3.5 Deliverables:

Deliverables provided by the HALFF shall include the following:

1. *One (01) Digital PDF copy of the power point presentation.*
2. *One (01) Digital PDF copy of the presentation notes.*



ATTACHMENT B

BASIC OF COMPENSATION AND SCHEDULE CONCEPT DEVELOPMENT AND PUBLIC ENGAGEMENT SERVICES FOR THE MULTI-GENERATIONAL FAMILY AQUATICS CENTER IN THE CITY OF HOBBS, NEW MEXICO

The basis of compensation for the services listed below shall be as follows:

The fees listed below shall be considered a lump sum fee and invoiced monthly based on percentage of services completed.

Direct Costs shall include, but are not necessarily limited to expenses for supplies, transportation, hotel, meals while traveling, equipment, printing of plans and presentation boards, graphic boards and similar incidentals. All project related expenses will be billed at cost plus 10%.

PHASE 1 – PRE-DESIGN	\$32,500.00
PHASE 2 – PUBLIC ENGAGEMENT	\$24,000.00
PHASE 3 – CONCEPT DEVELOPMENT	\$82,500.00
<hr/>	
BASE SERVICES	\$139,000.00
NMGRT (6.5625%)	\$9,122.00
DIRECT COST	\$30,000.00
<hr/>	
<i>BASE SERVICES GRAND TOTAL</i>	<i>\$178,122.00</i>

PROEJCT SCHEDULE

HALFF will work closely with the CLIENT on the Project schedule. **Phases 1-3** are anticipated to require approximately **three (03) months** to complete; but may be subject to delays, depending upon CLIENT review turnaround.

ATTACHMENT C

EXCLUSIONS/ADDITIONAL SERVICES CONCEPT DEVELOPMENT AND PUBLIC ENGAGEMENT SERVICES FOR THE MULTI-GENERATIONAL FAMILY AQUATICS CENTER IN THE CITY OF HOBBS, NEW MEXICO

The following services are not included in the scope or fees for this proposal; but can be provided by HALFF, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
2. Revisions to the concept plan requested by the CLIENT after the concept plan has been approved, unless necessitated by errors on the plan.
3. Design of areas outside the limits of the defined project site.
4. Additional graphic products.
5. Additional meetings not identified in the project scope of services.
6. Printing of additional plans not identified in the project deliverables. .

CONSTRUCTION DOCUMENTATION:

7. The preparation and development of Construction Documents.

SUE:

8. Quality Level A, B, or C.
9. Permitting.
10. Work Zone Traffic Control.

SURVEY:

11. Topographic survey.
12. Geospatial Survey Services.
13. Right of Entry preparation and coordination.
14. Boundary Research, Boundary Resolution Services and Boundary Survey.

ENVIRONMENTAL:

15. Environmental services.

HYDROLOGIC/HYDRAULIC (H&H):

16. Hydrologic/hydraulic (H&H) services including permitting and flood studies.

ATTACHMENT D

PROJECT EXHIBIT CONCEPT DEVELOPMENT AND PUBLIC ENGAGEMENT SERVICES FOR THE MULTI-GENERATIONAL FAMILY AQUATICS CENTER IN THE CITY OF HOBBS, NEW MEXICO

