

Date: Friday, July 15, 2016

TO: Tim Keller, State Auditor
Office of the State Auditor
2540 Camino Edward Ortiz, Suite A
Santa Fe, NM 87507
(505) 476-3800

FROM: Nicholas Maxwell,
PO Box 1064
Hobbs, NM 88241
(575) 441-3560

Re: Complaint for Alleged Government Fraud

New Mexico State Auditor Tim Keller:

Please find the attached complaint for alleged government fraud.

Please contact me to acknowledge receipt of my complaint.

Enclosed is a CD-ROM with PDF files of the complaint and exhibits.

Thank You,

Nicholas Maxwell

Date: Friday, July 15, 2016

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Hobbs, NM 88241
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COMPLAINT FOR ALLEGED GOVERNMENT FRAUD

I, Nicholas Maxwell, herein after "Nick", one of the people of New Mexico, complain to State Auditor Tim Keller, herein after "State Auditor" and "State Auditor's Office", of alleged government fraud involving the City Manager of the City of Hobbs, John Joseph "JJ" Murphy, herein after "JJ Murphy".

Thanks to the New Mexico Inspection of Public Records Act, herein after "IPRA", this alleged government fraud can be reported:

The alleged government fraud is less-than-arms-length dealings - "where the individual influencing the contract award or administrating the contract is either related to or has such a close association with one or more of the company's principals as to create reasonable doubt as to his/her ability to place fiduciary duty above personal bias," according to State Auditor's website.

A close look at these less-than-arms-length dealings, contracts approved during JJ Murphy's tenure, is enough to raise eyebrows about whether JJ Murphy knowingly and intentionally skirts the spirit of ethically placing the public's interest before his own:

1. Alan F. Wohlstetter, Jr. - Representation from Pennsylvania
Zarwin, Baum, DeVito, Kaplan, Schaer, Toddy, P.C

JJ Murphy authorized a professional services agreement capped at \$50,000 with Alan F. Wohlstetter Jr, herein after "Wohlstetter", that appears to be less-than-arms-length dealings.

JJ Murphy and Wohlstetter have been involved in many other municipal dealings before JJ Murphy's tenure as City Manager of Hobbs. News stories as early as 2005 undeniably reveal Wohlstetter's involvement in the municipal dealings of Wilkes-Barre, PA during JJ Murphy's tenure as City Administrator.¹

In January 2012, Wohlstetter was hired by Wilkes-Barre's Parking Authority for \$535 per hour through a contract with Fox Rothschild.² Soon after, JJ Murphy, through his 'Goals Consulting'³, was hired by Fox Rothschild to work on the same project. JJ Murphy billed Fox Rothschild, and thus the Wilkes-Barre's Parking Authority, a total of more than \$34,000 at an hourly rate of \$300 for his services.⁴

By June 2012, the Wilkes-Barre's Parking Authority scrapped the idea, after spending nearly \$83,000 in consulting fees between Wohlstetter and JJ Murphy.⁵

Eventually, Wohlstetter and JJ Murphy were named in a federal grand jury subpoena delivered April 15, 2014 to the Wilkes-Barre's Parking Authority. The subpoena called for "meeting agendas, meeting minutes, correspondence, invoices, email correspondence, receipts, electronic fund transfers, agreements where those consultants (JJ Murphy and Wohlstetter) were referenced" from "2009 to the present."⁶

On November 19, 2014, Wohlstetter presented a professional services agreement to the City of Hobbs for "Representation of City of Hobbs New Mexico Police Department with Respect to Its Video Surveillance Network" - a large project initiated by JJ Murphy within months of arriving in Hobbs. This professional services agreement has a

¹ Wohlstetter and JJ Murphy dealings from 2005 to 2012 - "Exhibit-A1"

² Wohlstetter and JJ Murphy pre-Hobbs business dealings - "Exhibit-A2"

³ JJ Murphy's *Goals Consulting* Business Card and Timesheet - "Exhibit-A3"

⁴ Wohlstetter and JJ Murphy pre-Hobbs business dealings - "Exhibit-A4"

⁵ Wohlstetter and JJ Murphy pre-Hobbs business dealings - "Exhibit-A5"

⁶ JJ Murphy and Wohlstetter Consultants 2014 Federal Subpoena - "Exhibit-A6"

signature line with JJ Murphy's name printed underneath. Aside from Wohlstetter's, the only other signature is Hobbs Chief of Police Chris McCall's over the signature line printed for JJ Murphy.⁷

Before the professional services agreement was finalized on November 19, 2014, Wohlstetter was already charging billable hours to the City of Hobbs, according to his first invoice for \$10,467.50, dated November 26, 2014.⁸ Wohlstetter's invoices are redacted.⁹

2. Angelo Medico DBA The Medico Consulting Group

Waste and recycling consulting services from Pennsylvania

The City of Hobbs published on March 19, 2014 a request for proposals (RFP) for "mak[ing] recommendations to the City for improvements, cost savings, and implementation of an enhanced waste and recycling program," including "recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner." The RFP had a deadline of April 1, 2014 for any interested qualified consultants to submit their proposal. The Medico Consulting Group, herein after "Medico", was the sole qualified consultant from 2 resulting bids. City of Hobbs presented Medico's proposal and contract to the Board of Commissioners for approval during the June 2, 2016 regular meeting.¹⁰

Medico does not appear to have been a registered business in the state of Pennsylvania until May 20, 2014, but did submit a proposal before the April 1, 2014 RFP deadline.¹¹ Medico's place of business is an estimated 10-minute drive away from JJ Murphy's former employer: Wilkes-Barre City Hall of Pennsylvania.¹²

⁷ Wohlstetter Professional Services Agreement – "Exhibit-A7"

⁸ Wohlstetter Letters, Invoices, and Payable Checks – "Exhibit-A8"

⁹ IPRA Response from Mr. Stone of City of Hobbs dated June 17, 2016 – "Exhibit-A9"

¹⁰ Medico Agenda Item for June 2, 2014 Hobbs Board of Commissioners Meeting – "Exhibit-B1"

¹¹ Medico PA Corp Search – "Exhibit-B2"

¹² Map of Wilkes-Barre City Hall to Medico – "Exhibit-B3"

According to the contract included in the agenda packet, satisfying Phase 1 of the contract would require Medico to "produce a waste and recycling program for the City and present such recommendations to the City," following a "comprehensive assessment of the assets available to the City's waste and recycling program" and interviews with "key personnel as required ... at all levels, including recycling center personnel and City administrative personnel."

Medico began Phase 1 after the Hobbs Commissioners approved the contract on June 2, 2014.¹³ The contract states Medico had 60 days to complete Phase 1.¹⁴ For completing Phase 1, the consultant's compensation was not to exceed \$28,500, and the City of Hobbs held the prerogative to reduce compensation "based on a valuation of the uncompleted work outstanding at the date of termination."

Among documents obtained through IPRA was an invoice from Medico, dated July 16, 2014, for the full \$28,500.¹⁵ On August 14, 2014, Medico delivered an email to JJ Murphy containing his "final draft report" attached, the Phase 1 deliverables.¹⁶ The report is a four-page document in which Medico concludes that the City of Hobbs should stick with its current and longtime waste-handling vendor, Waste Management, but "request a new and updated proposal to extend its services."

The City of Hobbs did not "OK" payment on the invoice until on November 17, 2014. The resulting check request from the utilities department, dated November 18, 2014, says "Recycling consultant per J.J."¹⁷

¹³ Approved Minutes of June 2, 2014 "Medico's Contract" Meeting— Exhibit "B4"

¹⁴ Medico's Contract approved on June 2, 2014 – Exhibit "B5"

¹⁵ Medico's Invoice dated July 16, 2014 – Exhibit "B6"

¹⁶ Medico's Deliverables received by City of Hobs on August 14, 2014 – Exhibit "B7"

¹⁷ Medico's Check Request dated November 18, 2014 – Exhibit "B8"

Eventually, Medico presented his cost-savings measures to the Hobbs Board of Commissioners during a work session on January 20, 2015.¹⁸

City of Hobbs issued a check to Medico for complete payment of Phase 1 consulting services on November 20, 2014.¹⁹

Nick does not believe that the City of Hobbs accepted Medico's Phase 1 proposal, but if and when the City does, Phase 2 will commence. In Phase 2, Medico "will personally negotiate relevant waste and recycling rates with qualified disposal site and recycling brokers ... and be in force for twenty-four months from the conclusion of any necessary negotiations relevant to implementing the waste and recycling program." Medico will be entitled to residual compensation during the 24 months of Phase 2.

Nick asserts that government fraud exists in these matters. These dealings in the City of Hobbs are less-than-arms-length dealings. Nick prays the State Auditor's Office for investigation of these aforementioned matters for any government fraud and corruption.

Please contact me at any time.

Thank You,

Nicholas "Nick" Maxwell

(575) 441-3560

¹⁸ Approved Minutes of January 20, 2015 "*Medico's Presentation*" Meeting – Exhibit "B9"

¹⁹ Medico's Check dated November 20, 2014 – Exhibit "B10"

EXHIBIT-A1
COVER SHEET

ARTICLE #1

October 13, 2005 Article "W-B wants Wi-Fi plans next week"
<http://www.siliconinvestor.com/readmsgs.aspx?subjectid=34780&msgnum=11745&batchsize=10&batchtype=Next>

ARTICLE #2

October 18, 2005 Article "Extension for Wi-Fi Plans Given..."
http://archives.timesleader.com/2005/2005_14/2005_10_18_EXTENSION_FOR_WI_FI_PLANS_GIVEN_FIRMS_LOOKING_TO_HOOK_W_B_UP_WE.html

ARTICLE #3

October 15, 2009 Article "Smile: W-B cameras set Nov. 1"
http://archives.timesleader.com/2009_27/2009_10_15_Smile_W_B_cameras_set_Nov_1_news.html

ARTICLE #4

February 3, 2011 Article "How One City Used A Public-Private..."
<http://sciencecenter.basecampbusiness.com/node/19980>

EXHIBIT-A1

interest and support for the test include BT, Korea Telecom, NTT, Verizon & Vodafone.

"GMI 2006 will be the industry's first-ever test of the delivery of services over a converged wireline/wireless network," said Roger Ward, MSF President. "Service providers see the promise of IMS, but more work needs to be done on the detail required to deliver true multi-vendor open architecture solutions. The GMI event will be a prime opportunity for both carriers and vendors to test the ability of vendor-specific IMS solutions to interoperate with MSF R2+ networks."

The GMI 2006 network for the event will serve fixed subscribers, nomadic subscribers and roaming SIP end points. The network will consist of both wireline and wireless IMS compatible nodes with associated management systems, allowing interoperability testing to prove the compatibility of the R2+ MSF architecture & associated Implementation Agreements, both locally and between the two types of nodes over the GMI 2006 global test network.

The MSF R2 Architecture provides the essential framework and common semantic for the definition of a multi-service network. Definition of a set of physical architecture implementations within the framework enables MSF members to focus on a common set of commercially viable scenarios. Issues addressed by the architecture include:

- * IP core network QoS
- * Advanced services
- * Interworking with legacy PSTN
- * Multiple carrier QoS enabled solutions
- * Global advanced services interoperability
- * IPv4/IPv6 inter-working where applicable

msforum.org
13-Oct-05

* The GMI 2004 interoperability event, which ran concurrently at four carrier labs (NTT, KT, BT and Qwest) from October 4th to 16th, 2004, tested state-of-the-art network elements against the specific protocols defined in MSF Implementation Agreements (IAs) for supporting a fully integrated VoIP solution. These network elements included softswitches, application servers, media servers, service brokers, call agents, bandwidth managers and other control and management systems.

GMI 2004 employed more than 50 test plans to exercise the 25 new MSF IAs created since 2002. The four global carriers and 28 equipment vendors demonstrated interoperability under real world conditions.

* Several of the MultiService Forum (MSF) Implementation Agreements (IAs) are incorporated into BT's 21st Century Network (21CN) program. MSF IAs build upon protocols issued by standards bodies such as the ITU and IETF, providing practical methods for applying standards to real world networks.

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From: [Frank A. Coluccio](#)

10/14/2005 1:56:45 AM

11750 of 45545

W-B wants Wi-Fi plans next week

Telecommunication companies must submit proposals for citywide network by Oct. 19.

[FAC: The town says it finds itself being squeezed in a time vice, but one's got to wonder on several different levels, What's going on here? By the time you've completed reading this release you should have already begun wondering: How many WiFi antennas and access points does it take to make a wireless network skeleton?]

By JON FOX jfox@leader.net | Oct. 13, 2005

WILKES-BARRE – The city's Wi-Fi business plan was announced last week. Telecommunications firms were given the opportunity to ask questions this week. And proposals for the citywide network are due next week, Wednesday to be exact.

Even for companies who make their money transmitting information nearly instantaneously, it's an anxiety-inducing timeline. City officials fielded questions Wednesday from four telecommunication companies interested in submitting proposals to wire all 7 square miles of Wilkes-Barre with wireless Internet access technology by the end of the year.

A representative of Nortel, a firm working with Commonwealth Communications, suggested the rush for proposals left interested companies little time to prepare, but city Administrator J.J. Murphy said state law is forcing the city's hand. "It's an incredibly short timeframe," Murphy conceded.

The city is racing against a statutory clock to get a citywide wireless Web in place before 2005 rolls into 2006. Failing to do that, the city must seek permission from existing Internet service providers in the area before proceeding with a municipal Wi-Fi plan.

EXHIBIT-A1

Signed into law last year, House Bill 30 gives municipalities free rein to provide Internet services only if they are already offering that service by the deadline.

"We believe that the construction timeframe for a project of this scope is less than a month, well less than a month for a city of 7 square miles," said Alan Wohlstetter, an attorney with Cozen O'Conner, a Philadelphia law firm working with the city on the Wi-Fi project.

It is the same firm that has worked with Philadelphia officials on that city's plan to blanket its 135 square miles with a wireless Internet infrastructure. Companies must submit their proposals by Oct. 19. In addition to Commonwealth Communications, Gateway Access Solutions, PenTeleData and Innalogic were represented at the meeting. Murphy said he has received interest from other national companies, but declined to name them.

Philadelphia recently gave Atlanta-based Earthlink the go-ahead to build its network. The project will be financed entirely by the company. Due to an agreement between Verizon and city officials in Philadelphia, that city isn't bound by the Dec. 31 deadline, but other municipalities are.

But that doesn't mean anyone with a wireless-enabled computer will be able to check their e-mail come New Year's Day. City officials hope to be testing the network by mid-December, but that network will likely only be installed on a "skeleton basis," Wohlstetter said. "The key is to have the footprint up and running."

Among the concerns raised at Wednesday's meeting is that hardware will likely cost about \$1.2 million, with the entire network, including installation, likely costing twice as much. Details of how to pay for the plan remain sketchy, and will, in large part, be determined with what companies propose by next week's deadline.

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From: [Frank A. Coluccio](#)

10/14/2005 2:18:54 AM

11751 of 45545

Boston Region: Locals Take On Cable Giants

Municipal Utilities Expand Offerings

By Robert Preer, Globe Correspondent | October 13, 2005

[boston.com](#)

Norwood Municipal Light Department is expanding its broadband offerings to include voice over the Internet. Braintree Electric Light Department will soon add video-on-demand to its cable lineup. Taunton Municipal Light Plant, already an Internet provider, is exploring a cable television venture.

Several municipal electric companies south of Boston are entering the high stakes hyper-competitive world of telecommunications. And in the process, these staid local monopolies are going head-to-head with some of the nation's biggest companies.

Their rivals are world-class: Comcast, a \$20 billion firm and the largest cable provider in the United States, and Verizon, a \$70 billion telephone company with 10 million subscribers, now about to make a big push into cable television.

Many other firms compete in the telecommunications field, which has become scrambled in recent years by the convergence of the technologies that underpin cable television, Internet, and telephone. The major players include satellite television providers, wireless telephone companies, and wireless Internet services. Google, the Internet search giant, is widely rumored to be planning a wireless Internet service.

But the municipal utilities feel they have the edge. "We've been here over a hundred years," said William Bottiggi, general manager of Braintree Electric, which was founded in 1892. "We can offer these services because people know us and trust our reputation."

"We are well received by the community. That's the beauty of being a municipal," said Darryl Hanson, broadband development manager for Norwood Light.

The fast-changing business requires companies to stay abreast of technology.

"This is a very competitive field," said Verizon spokesman Jack Hoey. "This is not the electric business."

EXTENSION FOR WI-FI PLANS GIVEN/ FIRMS LOOKING TO HOOK W-B UP WERE CONCERNED TOMORROW WAS TOO SOON TO HAVE TOTAL PROPOSALS PREPARED.

By JON FOX jfox@leader.net

Tuesday, October 18, 2005 Page: 3A

WILKES-BARRE - Wi-Fi by year's end?

That's doable, says City Administrator J.J. Murphy.

Complete project proposals in hand by tomorrow?

Apparently that's more difficult.

After last week's question-and-answer session for firms interested in making a pitch to wire the 7-square-mile city for wireless Internet access, Murphy said some companies balked at the tight timeline for proposals.

They had exactly one week to draw up a plan, name their price and submit it all to the city.

Some representatives were more anxious about the proposal deadline than they were about getting the city's network up and running by the New Year. Murphy digested the feedback and decided to grant an extension.

"The last thing I want to do is have them rush a proposal just to meet the deadline and then we alienate another company because they couldn't meet that deadline," Murphy said.

He said the new deadline, Oct. 26, is a bid to get the most competitive proposals possible.

In addition to Commonwealth Communications, PenTeleData, Gateway Access Solutions and Innalogic, the four firms present at last week's informational meeting, the city has gotten interest from high-profile telecommunication companies, Murphy said.

"Right now we're hearing from a lot of companies that have high-level interest in Wilkes-Barre," he said. "We're getting contacted not only by local and national companies, but by companies that are international."

He declined to offer names.

Mayor Tom Leighton announced his intention to become a Wi-Fi wireless city during his "I believe..." address in June, but the city released a detailed business plan only this month.

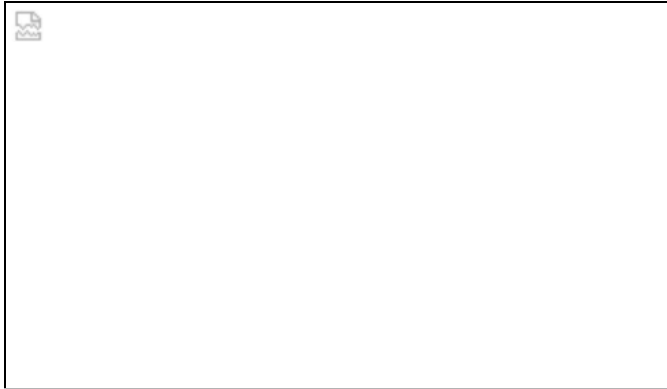
The city faces a statutory deadline to have a Wi-Fi Web - at least in bare bones form - in place by the end of this year. If the city fails, officials must seek permission from existing Internet service providers in the area before proceeding with a municipal Wi-Fi plan.

Signed into law last year, House Bill 30 gives municipalities the unfettered right to provide Internet services only if they are already providing that service by the end of 2005.

Once a proposal is selected, the construction timeframe for the Wilkes-Barre wireless project is well less than a month, said Alan Wohlstetter, an attorney with Cozen O'Conner, the firm guiding Philadelphia's plan to become the first major American city to build a Wi-Fi network. Cozen O'Conner is also working with Wilkes-Barre.

Smile: W-B cameras set Nov. 1

The security devices will monitor parks, schools, the downtown and parking areas 24 hours a day.



Members of the Hawkeye Security Systems board discuss the agenda at its meeting Wednesday at City Hall. Clockwise from left: Lisa Sanfilippo, secretary (not a board member); Lou Lau, Joseph Coyne, Frank Hershberger, Frank Majikes, Phil Latinski and J.J. Murphy (back to camera).

CLARK VAN ORDEN/THE TIMES
LEADER

WILKES-BARRE – The downtown is about ready for its close-up.

J.J. Murphy, a member of the Hawkeye Security Systems board of directors, Wednesday said about 35 surveillance cameras will be operational by Nov. 1 and monitoring of the system will begin by Nov. 15. The system is based in a command center in the city police station.

“The first group of cameras will be at Coal Street Park, the riverfront park and Public Square,” Murphy said.

When fully operational, Murphy said the system will place 150 cameras throughout the city.

In August, the Hawkeye board hired Legion Security Services to monitor the system for \$232,000 per year. The contract was signed in September, Murphy said.

Murphy said Legion’s bid came in at \$13.25 per hour, while a second bid from Century Security was more than \$14 per hour. Murphy said two people per shift will man the four monitors of the system that will operate around the clock, seven days a week.

The cameras will be located in all neighborhood parks, around all schools, throughout the downtown area and in all city parking facilities.

Trent Miller, president of Legion Security Systems, and Dale Rinker, vice president, attended Wednesday’s meeting. Legion Security is headquartered in the Luzerne Bank Building, 67 Public Square. Miller, 26, started his business in 2004 and now employs 60 full-time people and many more part-timers. Rinker is a retired city police officer, Murphy said.

The camera system is funded by \$2 million in gaming fund grants that the city turned over to Hawkeye.

Murphy said the board met in executive session prior to the open meeting to discuss personnel

EXHIBIT-A1

issues. He said Hawkeye has no employees at present, but is considering future sub-contracts once the system becomes operational.

Hawkeye board members are Murphy, the city administrator; Lou Lau and Frank Hershberger, both city employees in information technology; Jim Fisher, board chairman, a city police officer and a member of the Wilkes-Barre Area School Board; Joseph Coyne, former city police chief; Phil Latinski, former city councilman; Laura Brace; Frank Majikes, and Bill Barrett, city councilman and former city police chief.

Murphy, Lau, Hershberger, Latinski, Coyne and Majikes attended Wednesday's meeting. Attorney Alan Wohlstetter, Hawkeye solicitor, attended via telephone.



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How One City Used a Public-Private Partnership to Create its Municipal Video Surveillance Network

Thursday, February 3 2011 11:00am - 12:00pm Local Time

Presented by:

Fox Rothschild LLP

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DVTel, the **leader** in Smart Security Solutions, J.J. Murphy, a seasoned Municipal Consultant and Advisor from Goals **Consulting**, and Alan Wohlstetter of Fox Rothschild's Infrastructure Group, have partnered up to provide insight in designing, deploying and successfully maintaining a video surveillance system for City Centers and Municipalities.

Topics covered in the case-study **webinar**:

- The Problem – what was this municipal surveillance customer trying to solve when looking at their solution?
- The Requirements – what were the goals for the system that they would ultimately choose. What were the **legal** requirements?
- The Solution – discuss all the parts of the solution and how it met the **customer needs**
- The Highlights and Lessons Learned– what went well and things that could be improved
- Q&A– Bring your questions, and we'll do our best to answer

Event entered on: February 01, 2011

Event entered by: Basecamp Business

Event updated on: January 29, 2012

Event updated by: rrs

Responsible group to enter event: Basecamp Business

Event cost: Free

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Issues: [Consulting](#)

Event Format: [Business Networking](#) [Webinar](#)

Management Processes: [Intellectual Property and Business Law](#)

Hashtags: [#bcnHOCUP](#)

Thursday, February 3 2011 11:00am - 12:00pm Local Time

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Philadelphia, PA 19103

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wk28	10	11	12	13	14	15	16
wk29	17	18	19	20	21	22	23
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wk31	31						

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EXHIBIT-A2
COVER SHEET

ARTICLE

April 20, 2012 Article "Attorney on city parking lease makes \$535 per hour"

<http://citizensvoice.com/news/attorney-on-city-parking-leasemakes-535-per-hour-1.1302721>

Attorney on city parking lease makes \$535 per hour

DEAL OF THE DAY

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An attorney who previously donated to Mayor Tom Leighton's campaign and is working on Wilkes-Barre's proposal to lease its parking assets is making \$535 per hour, according to the contract obtained by The Citizens' Voice.

Although it was already known the firm, Fox Rothschild, was set to make about \$175,000, the hourly rates were previously unknown.

Alan Wohlstetter, the attorney making \$535 per hour, donated more than \$1,000 to Mayor Tom Leighton's campaign, while his law firm has donated \$4,500 since 2010.

Former City Administrator J.J. Murphy advised Leighton last winter to recommend Fox Rothschild to help the city generate bids for leasing its assets. Murphy's brother, Patrick Murphy, is a partner at the firm.

The Parking Authority approved Leighton's recommendation, and Fox Rothschild in turn hired J.J. Murphy at \$300 per hour, which is also being billed to the Parking Authority.

According to the contract, Fox Rothschild attorneys will be billed at a rate of \$400 during the bidding phase and \$500 per hour during the concession phase.

We welcome user discussion on our site, under the following guidelines:

To comment you must first create a profile and sign-in with a verified DISQUS account or social network ID.

[Sign up here.](#)

Comments in violation of the rules will be denied, and repeat violators will be banned. **Please help police the community by flagging offensive comments for our moderators to review.** By posting a comment, you agree to our full terms and conditions. [Click here to read terms and conditions.](#)

75 N. Washington St. Wilkes-Barre, PA 18701

(570) 821-2000



J.J. Murphy, CEO

30 Reliance Drive, Wilkes-Barre, PA 18702

570-762-7246 • jjmurphy@goalsconsulting.com



Timesheet – March 19, 2012

<u>Date</u>	<u>Summary</u>	<u>Time</u>
Feb 21	Spoke with TML and then prepared Alan for PA meeting	1.0
Feb 24	Research to prepare for conference call	1.0
Feb 27	Conference Call with Parking Experts from the Carlyle Group	1.0
Feb 23	Had multiple conversations with City officials to organize Alan's presentations to City Council with Marie McCormick, Greg and Drew	1.5
Mar 6	Phone call with Greg on project needs	.2
Mar 7	Phone call with TML regarding project needs and desires	.2
Mar 7	Phone call with Alan regarding parking & finance call	.2
Mar 7	Prep for 6th project meeting	1.0
Mar 8	6th project meeting at Fox/Rothschild and Finance call	7.0
Mar 9	Spent time analyzing documents and moving things forward	1.5
Mar 12	Prep for 7th project meeting	2.0
Mar 13	7th project meeting @Fox-Conf call with TML, Marie, Bond counsel and RBC on refinancing plans	7.0
Mar 14	Follow-up on needed items with the city with Greg	1.5
Mar 14	Meeting with Mendy on obtaining additional parking facility, also received his garage financials	1.5
Mar 15	Analyzed material received from Marie, forwarded all documents to Fox team and also forward and evaluated Mendy's financials	1.5
Total Hours		27.1
Rate \$300 per hour:		8,130.00

EXHIBIT-A4
COVER SHEET

ARTICLE

April 20, 2012 Article "Parking authority nearly cans Fox
Rothschild's contract"

<http://citizensvoice.com/news/parking-authority-nearly-cans-foxrothschild-s-contract-1.1306679>

Parking authority nearly cans Fox Rothschild's contract

DEAL OF THE DAY

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Mark Moran / The Citizens' Voice A plan to lease Wilkes-Barre's parking assets would affect city meters and parking garages. Rising costs of Fox Rothschild's search for potential bidders for the project have Wilkes-Barre Parking Authority members fuming.

Fox Rothschild attorney Alan Wohlstetter stared at the white table in front of him Thursday as the Wilkes-Barre Parking Authority questioned his research, criticized his estimates and nearly fired him for his work on the city's potential lease of parking assets.

Four board members of the authority fumed over his escalating rates, which were initially pegged at \$175,000 for the two-phase project. He arrived Thursday with a contract for a third consultant, Desman Associates, which would have been paid more than \$150,000 - nearly doubling the initial consulting costs.

The Phase One cost was already expected to exceed estimates by about 60 percent, even without Desman.

"You said you have the expertise to do this," board member Ed Katarsky said, addressing Wohlstetter in a stern tone, "and all we hear is consultants, consultants, consultants."

Board chairman Paul Maher said after the meeting he likely would not have voted to hire Fox Rothschild if he could do it over again. Council member Maureen Lavelle, who observed the exchange, said after Thursday's council meeting that she also would have given her previous vote to pursue bids "some second thoughts."

"He just misleads you and talks around things," said one board member who spoke on the condition of anonymity, "and we don't know if we can trust him."

EXHIBIT-A4

Katarsky moved to suspend the firm's contract 90 minutes into the meeting. Board member Mary Ann King was met with applause from about eight residents when she asked if the authority should just terminate the firm's deal.

"Fire these jokers, and I'll vote for a tax increase myself!" yelled Frank Sorick, president of the Wilkes-Barre City Taxpayers' Association. "Get Fox Rothschild out of this city, and I won't mind paying more money to a responsible government."

After more discussion, the board eventually backed away from its threat. Because the Request for Qualifications - a critical packet of information sent to potential bidders - was nearly completed, board members believed it made more sense to instead modify Wohlstetter's contract and cap his future costs at \$10,000. Wohlstetter agreed to the cap.

The attorney said the request could be sent as early as today, and potential bidders would reply by May 22.

If a bidder was interested, the board would revisit whether to retain Fox Rothschild for the second phase. Without an interested bidder, the process would likely end.

"That was his mistake and he had to correct it," Mayor Tom Leighton said about Wohlstetter's estimates. "Again, his firm and him, they have - what I was told - the experience doing this."

Leighton and former city administrator J.J. Murphy previously said they talked about leasing the city's parking assets over the winter. Murphy recommended Fox Rothschild, which had experience with public-private partnerships but had never before represented a city in a potential lease of parking assets.

Leighton then recommended the parking authority hire Wohlstetter and the firm, both of whom had donated more than \$6,000 to his campaign since 2010. Wohlstetter's firm then turned around and hired Murphy at \$300 per hour, which is being billed to the parking authority. According to invoices obtained by The Citizens' Voice, Murphy has billed the authority more than \$30,000 since January.

Wohlstetter declined to comment when asked about the campaign contributions.

When reached by phone Thursday night, Murphy said he would not talk because he was told by Fox Rothschild to direct all questions to the parking authority. He instead emailed a statement that emphasized his consulting fees are justified.

"My fee is based on my contribution to the value the city and the Parking Authority derive from this project," Murphy said. "At the end of the day I hope to provide a dramatic return on investment for them and an equitable compensation for me."

Mark Robbins, of Wilkes-Barre, told the board he questions whether the consultants have the city's best interests in mind.

"This just smells really bad from top to bottom, and people need to start being honest and do the right thing," Robbins said.

EXHIBIT-A4

Added the board member who spoke on the condition of anonymity: "We thought we were dealing with a competent company."

jmoyer@citizensvoice.com, 570-821-2052

@cvjosh

J.J. Murphy has billed the Wilkes-Barre Parking Authority \$34,776.80 in four months. Among the expenses were:

- n A total of \$34,460 for 113.8 hours of work.

- n A \$300-per-hour rate after a 25 percent discount from a usual \$400 rate.

- n Billing the authority four times for calls lasting just six minutes.

- n Nine times billing the authority for 12-minute calls.

- n Parking and toll expenses totaling \$316.80 for project meetings in Philadelphia.

Sources: Invoices, contracts obtained by Right-To-Know requests

MEMORABLE EXCHANGE

One memorable exchange that seemed to epitomize the tension between the board and Fox Rothschild attorney Alan Wohlstetter involved city council member Maureen Lavelle, who attended the meeting as a member of the public.

The exchange began when parking authority member Ed Katarsky questioned the \$20 million estimate the parking assets were expected to fetch in a lease.

Katarsky: How did you come to that number?

Wohlstetter: We reached out to Desman and prospective bidders with the numbers in the term sheet.

Two minutes later

Lavelle: Have you already reached out to bidders, you said?

Wohlstetter: Not really.

Lavelle: You just said that.

Wohlstetter: Well, we're trying to find out what's a realistic number. We did have a conversation with one prospective bidder.

30 minutes later

EXHIBIT-A4

Wohlstetter: To be honest, when we went out to one of the bidders â

Two minutes later

Lavelle: Alan, you said earlier 'bidders.' And when I questioned it you said one bidder. And now when you just spoke again, you said bidders. Is there more than one bidder you contacted or was there one bidder?

Wohlstetter: Right. Uhh, we've gotten inquiries from two so far.

We welcome user discussion on our site, under the following guidelines:

To comment you must first create a profile and sign-in with a verified DISQUS account or social network ID.

[Sign up here.](#)

Comments in violation of the rules will be denied, and repeat violators will be banned. **Please help police the community by flagging offensive comments for our moderators to review.** By posting a comment, you agree to our full terms and conditions. [Click here to read terms and conditions.](#)

75 N. Washington St. Wilkes-Barre, PA 18701

(570) 821-2000

EXHIBIT-A5
COVER SHEET

ARTICLE

April 16, 2013 Article "Murphy: \$300/hr, consultant"
<https://timesleader.com/archive/412970/stories-murphy-300hr-consultant139704>

Times Leader | Murphy: \$300/hr. consultant

First Posted: 4/16/2013 3:52:15 PM

WILKES-BARRE — Former city administrator J.J. Murphy has been paid \$300 an hour since February as a consultant to a Philadelphia law firm regarding the possible leasing of the city's parking assets, documents show.

Murphy, who left the city job in 2010, has been hired as a consultant by Fox Rothschild, the law firm where his brother, Patrick Murphy, is a partner.

Patrick Murphy, a former U.S. representative, is running for the Democratic nomination for Pennsylvania attorney general in next week's primary.

Charging an hourly rate of \$300, (\$5 per minute), J.J. Murphy has been paid \$8,130 for 27.1 hours worked since Feb. 21.

Neither the city nor the parking authority has disclosed the written contract with the law firm. The Times Leader made a formal Right to Know request for that document Monday, and authority Solicitor Murray Ufberg said he would turn over the contract after that request was reviewed by the city and authority.

The parking authority had been scheduled to meet today at noon, but the meeting was canceled due to the death of the chairman's wife.

Ufberg said Judy DeLong Maher, wife of Paul Maher, died Saturday. He said the meeting has been rescheduled for April 26 at noon.

Discussed in December

The latest proposal to privatize the city's parking assets was presented to the authority in December, said Ed Katarsky, authority member.

He said he and fellow member Mary Ann King at first opposed the idea, but later voted to pursue the Requests for Qualifications.

The RFQ is near completion and will be announced after the next authority meeting.

Mayor Tom Leighton revealed last week his plan to look into leasing the city's 2,113 garage spaces, 160 surface lot spaces and 800 parking meters. The city operates the Intermodal Center and the parking meters; the authority operates the Park & Lock garages and all surface lots.

He said the city is seeking "a minimum" of \$20 million up front and retention of the enforcement revenue from the parking meters.

Katarsky said he and other authority members are looking for a higher price.

"I don't think we will pursue this if the numbers aren't there," Katarsky said. "I don't think \$20 million is enough up front. We'll see what offers we get and see what happens from there."

"If we don't get the right offer, we can nip this whole thing in the bud," he said.

Drew McLaughlin, the city's administrative coordinator, said the city's financial consultants originally proposed a possible lease of parking assets in 2004 as one of many revenue options for the city's financial recovery.

Leighton said the city was faced with a \$10 million deficit when he assumed office in 2004 and the city had lost its credit rating.

"It was not pursued at the time because the downtown parking assets were not at optimum value largely due to the state of the downtown business district," McLaughlin said.

EXHIBIT-A5

Economic improvement

McLaughlin said the fiscal and economic portrait of the city has improved, making the parking spaces more valuable. He cited construction of the Intermodal Transportation Center and new lighting and sidewalk improvements downtown as key ingredients in making Wilkes-Barre an attractive investment opportunity. "The city will be seeking bids on a lease of the assets from a position of strength and only if a good deal for the people of Wilkes-Barre materializes will a lease agreement be executed," McLaughlin said. "This is the right time to pursue this initiative."

So far the authority has paid Fox Rothschild around \$83,000, according to its consultant Alan Wohlstetter. J.J. Murphy has been retained by Fox Rothschild, not the Parking Authority directly. Since 2010, Wohlstetter and Fox Rothschild have donated between \$5,000 and \$6,000 to Leighton's campaigns, according to the mayor's campaign finance reports.

Project's timing

McLaughlin said the RFQ responses are to be submitted by May 15 and qualified bidders will be identified by June 5.

He said a due-diligence process will take place in June and July, with bid proposals due by July 31. Final and binding proposals would be due by Aug. 15 and selection of a vendor by the end of November.

According to parking authority minutes, Leighton came to the authority in December to pitch the idea of leasing the parking assets.

Murphy attended the March 20 meeting and reported on the RFQ process. He also recommended Desman Associated, a Chicago-based nationally known parking consultant that will analyze all proposals, and he set the minimum bid at \$25 million.

Whatever amount the city accepts on the upfront payment, \$7 million of it will be used to retire the remaining debt on the Intermodal Transportation Center, Leighton said.

On the bill from Goals Consulting, Murphy's firm, charges range from .2 hrs (12 minutes, or \$60) to seven hours, or \$2,100. The bill references city officials by first name and in the case of Leighton "TML."

The Wilkes-Barre City Parking Authority will meet April 26, at noon at the Park and Lock North garage office, North Main Street.

MLO:lem GJ#13-01 (2013R00511)

AO 110 (Rev. 06/09) Subpoena to Testify Before a Grand Jury

UNITED STATES DISTRICT COURT

for the

Middle District of Pennsylvania

SUBPOENA TO TESTIFY BEFORE A GRAND JURY

Wilkes Barre City Parking Authority
To: 40 East Market St.
Wilkes Barre PA 18711

YOU ARE COMMANDED to appear in this United States district court at the time, date, and place shown below to testify before the court's grand jury. When you arrive, you must remain at the court until the judge or a court officer allows you to leave.

Place: For a person of Federal Grand Jury c/o United States Attorney's Office, 311 Federal Building 235 N. Washington Ave Scranton, PA 18501	Date and Time: April 22, 2014, 9:30 a.m.
---	---


You must also bring with you the following documents, electronically stored information, or objects (*blank if not applicable*):

Please see attachment to this subpoena for records requested.

Compliance with this subpoena can be made by providing the requested information to Special Agent Joseph Nqone, FBI, Scranton Resident Agency or to the address below.

Date: April 10, 2014

CLERK OF COURT


Signature of Clerk or Deputy Clerk

The name, address, e-mail, and telephone number of the United States attorney, or assistant United States attorney, who requests this subpoena, are:

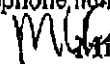
 Michelle L. Olshefski, A.U.S.A.
U.S. Attorney's Office
Suite 311, William J. Nealon Federal Building
235 N. Washington Avenue
Scranton, PA 18501 (570)348-2800

EXHIBIT-A6**ATTACHMENT TO GRAND JURY SUBPOENA ADDRESSED TO**
WILKES BARRE PARKING AUTHORITY

Please provide any and all records regarding the P3 Parking consultants hired by the Wilkes-Barre Parking Authority including Invoices and contracts for Attorney Alan Wolstetter of Fox Rothchild Law Firm and John Murphy, "JJ Murphy" of Goals Consulting. In addition please provide meeting agendas, meeting minutes, correspondence, invoices, email correspondence, receipts, electronic fund transfers, agreements where those consultants were referenced. Time period requested: from 2009 to the present.

2015-30

ZARWIN ♦ BAUM ♦ DEVITO
 KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.
 ATTORNEYS AT LAW

1543

ALAN F. WOHLSTETTER
 Member of PA Bar
 afwohlstetter@zarwin.com

November 19, 2014

cmccall@hobbsnm.org

Chief Chris McCall
 Hobbs Police Department
 300 North Turner
 Hobbs, New Mexico 88240

**Re: Representation of City of Hobbs New Mexico Police Department
 with Respect to Its Video Surveillance Network**

Dear Chief McCall:

This letter will serve as confirmation of our engagement and describes the basis on which the firm will provide legal services to you.

1. Firm Representation. Our firm will represent the City of Hobbs, New Mexico Police Department with respect to the above-captioned matter. Under the scope of our engagement, we will: (i) draft policies and protocols with respect to the use and storage and release of recorded footage; (ii) draft a Video Sharing Agreement with the School District and other governmental entities as well as private businesses with respect to use of their video surveillance footage; (iii) prepare a Memorandum of Understanding with respect to use of Police Department video surveillance footage by other City departments and agencies; (iv) at the direction of the City Manager and Chief McCall, participate in meetings and conference calls to determine best ways to expand and fund the video surveillance network; and (v) such other matters as you reasonably. I will have primary responsibility for the representation but will utilize other attorneys and paralegals in the office in the best exercise of his professional judgment. Be assured the firm will do our utmost to serve effectively, efficiently and professionally.

2. Keeping Informed. You will be kept well informed as work progresses and receive copies of all relevant correspondence and documents initiated here or received from others. There may be times when I may not be able to speak to you because of meetings or conferences with other clients, possible court appearance or other pressing matters. There will be a response as promptly as possible.

30 (7-4-10)

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3. Billing For Services. The firm is to be compensated on an hourly basis which will be billed monthly. In addition to fees for legal services, there may be costs, including, but not limited to, travel, photocopying, long distance telephone calls, non-routine postage, etc. connected with the matter. Such costs will be duly billed. For your information, as a general policy the firm does not advance costs and you may be asked to pay them directly or provide funds for such costs, if relevant.

Payment of the monthly invoice is due upon receipt unless some other arrangements are made. The firm does reserve the right to terminate the attorney/client relationship for non-payment of fees and/or costs.

4. Billing Rates. Services are compensated at our standard hourly rates. The time spent in performing services is measured in tenths of an hour (.10 = 6 minutes). Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice, and level of professional attainment. The presently hour rate for myself is \$475.00 per hour. The hourly rates of other lawyers who may work on this matter range from \$150.00 to \$400.00. Paralegals are billed at lesser rates. These rates may be modified from time to time. Monthly statements will reflect rates in effect at the time the service was performed. Ordinarily, the firm does not notify clients of changes in rates.

The total fees for this engagement will be capped at \$50,000.00.

The firm's computer system allows us to maintain careful time records and all time will be recorded for billing purposes. The hourly rates include time spent on the telephone, correspondence, travel (portal-to-portal), negotiations, legal research and drafting legal documents. The firm takes into account many factors in billing for services and I will review all statements before they are issued to insure the amount charged is appropriate.

5. Termination. The firm retains the right at all times to terminate services upon written notice to that effect in the event of failure to cooperate with any reasonable request, to timely pay monthly statements in full as submitted, or, if we determine in our reasonable discretion, to continue services would be unethical or impractical.

Even if services are terminated, responsibility for the payment of all fees, costs and expenses for services rendered to the time of termination remains a responsibility. If it becomes necessary to file suit or submit to arbitration for collection of any sums due, there will be an obligation to pay the firm reasonable attorneys' fee as fixed by the Court/arbitrator(s) plus the actual cost incurred in the arbitration.

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6. Acceptance. If the foregoing terms and conditions accurately summarize and confirm a satisfactory understanding of our attorney/client relationship, please arrange approval and acceptance by dating, signing and returning this engagement letter in the enclosed stamped, self-addressed envelope, together with the requested retainer. If there is a failure to return a signed copy of this letter and our services are accepted, the terms and conditions set forth in this letter shall be deemed to have been accepted.

We appreciate the opportunity to represent you. We will do our utmost to protect your interests.

Very truly yours,

ZARWIN BAUM DEVITO KAPLAN
SCHAER & TODDY P.C.

By: Alan F. Wohlstetter
Alan F. Wohlstetter, Esq.

CITY OF HOBBS, NEW MEXICO

By: J. J. Murphy
J. J. Murphy
City Manager *ACM*

Date: 11/19/14

2015-30

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KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.

ATTORNEYS AT LAW

ALAN F. WOHLSTETTER
Member of PA Bar
afwohlstetter@zarwin.com

December 3, 2014

Chief Chris McCall
Hobbs Police Department
300 North Turner
Hobbs, New Mexico 88240

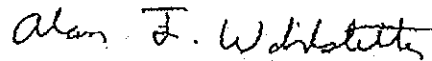
**Re: Representation of City of Hobbs New Mexico Police Department
with Respect to Its Video Surveillance Network**

Dear Chief McCall:

Enclosed please find our invoice for professional services rendered through November 26, 2014 in the amount of \$10,497.50.

Please contact me if you have any questions regarding this invoice. We appreciate the opportunity to represent you.

Very truly yours,



ALAN F. WOHLSTETTER

AFW/ebw
Enclosure

RECEIVED

JAN 06 2015

FINANCE DEPT
S. RAULSTON

ZARWIN ♦ BAUM ♦ DEVITO

KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.

ATTORNEYS AT LAW

1818 MARKET STREET ♦ 13TH FLOOR ♦ PHILADELPHIA, PA 19103-3638 ♦ (215) 569-2800 ♦ FAX (215) 569-1606 ♦ WWW.ZARWIN.COM

PENNSYLVANIA OFFICE: BETHLEHEM ♦ NEW JERSEY OFFICES: JERSEY CITY ♦ MARLTON

November 26, 2014


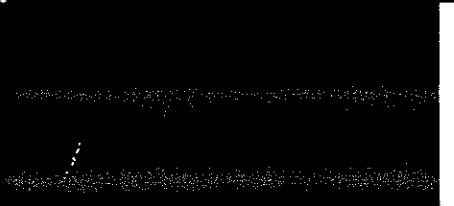



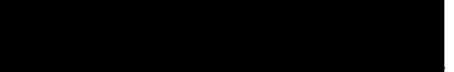

Billed through 11/26/14

Bill number 12551- 32343 - 143614 AFW

Chief Chris McCall
c/o Hobbs Police Department
300 North Turner Street
Hobbs, NM 88240

Chief Chris McCall
c/o Hobbs Police Department
advs: City of Hobbs, New Mexico
Re: Video Surveillance Network

PROFESSIONAL SERVICES RENDERED

11/11/14 AFW		1.70 hrs	475 /hr	807.50
11/13/14 AFW		4.20 hrs	475 /hr	1,995.00
11/13/14 AFW		3.50 hrs	475 /hr	1,662.50
11/14/14 AFW		1.30 hrs	475 /hr	617.50
11/14/14 AFW		4.50 hrs	475 /hr	2,137.50
11/16/14 AFW		4.50 hrs	475 /hr	2,137.50
11/19/14 AFW		1.60 hrs	475 /hr	760.00

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PENNSYLVANIA OFFICE: BETHLEHEM • NEW JERSEY OFFICES: JERSEY CITY • MARLTON

McCall, Chief Chris

Bill No. 12551 - 32343 - 143614 PAGE 2



11/20/14 AFW



0.80 hrs 475 /hr 380.00

Total fees for this matter 22.10 hrs \$10,497.50

BILLING SUMMARY

Wohlstetter, Alan F 22.10 hrs 475 /hr 10,497.50

TOTAL FEES 22.10 hrs \$10,497.50

TOTAL CHARGES FOR THIS BILL \$10,497.50

NET BALANCE FORWARD \$0.00

BALANCE DUE \$10,497.50

No 43913



DATE: 12/11/14

CITY OF HOBBS - CHECK REQUEST

ISSUE TO:

Larwin Brown, New Mexico Rep. - Sharon Tolly PC
Atty At Law, 1818 Market St, 15 Floor
Philadelphia, PA 19103-2638

FOR:

Service 11/11/14 - November 26, 2014 - Video Surveillance Network

TO BE PAID FROM:

FUND

01

DEPARTMENT

209

ACCOUNT

42601

AMOUNT

\$ 10,497.50

TOTAL REQUEST

\$ 10,497.50

SPECIAL INSTRUCTIONS

C.R. McCall

DEPARTMENTAL APPROVAL

FINANCE AUTHORIZATION

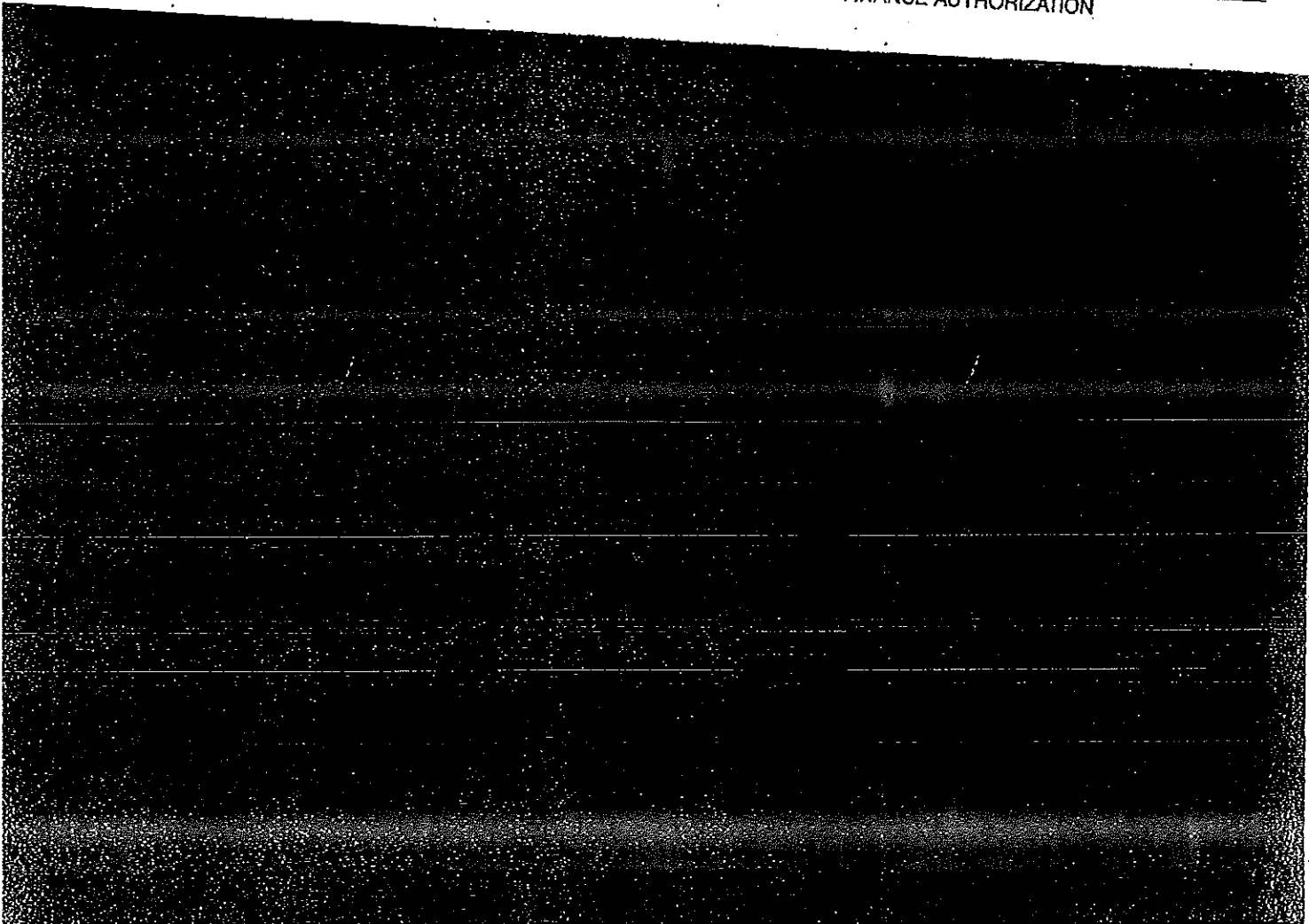


EXHIBIT-A8

Check Number: 00065192

Invoice Date	Invoice Number	Description	Invoice Amount
12/03/2014	12/3/2014	ZARWIN,BAUM,DEVITO,KAPLAN, SCH	\$10,497.50

Vendor No	Vendor Name	Check No	Check Date	Check Amount
15456	ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY	00065192	01/08/2015	10,497.50

City of Hobbs, Hobbs, NM 88240



City of Hobbs
Hobbs, NM 88240

Vendor Number: 15456
Check Date: 01/08/2015
Check Number: 00065192

\$10,497.50

Pay Ten Thousand Four Hundred Ninety Seven Dollars and 50 cents *****

To The Order Of ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY
1818 MARKET ST 13 FLOOR
PHILADELPHIA PA 19103

**FILE COPY
NON-NEGOTIABLE**

AP



City of Hobbs
200 East Broadway Street
Hobbs, New Mexico 88240

00065192
ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY
1818 MARKET ST 13 FLOOR
PHILADELPHIA PA 19103

15456

ZARWIN ♦ BAUM ♦ DEVITO

KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.
ATTORNEYS AT LAW

ALAN F. WOHLSTETTER
Member of PA Bar
afwohlstetter@zarwin.com

January 13, 2015

Chief Chris McCall
Hobbs Police Department
300 North Turner
Hobbs, New Mexico 88240

Re: Representation of City of Hobbs New Mexico Police Department
with Respect to Its Video Surveillance Network

Dear Chief McCall:

Enclosed please find our invoice for professional services rendered through December 31, 2014 in the amount of \$8,908.13.

Please contact me if you have any questions regarding this invoice. We appreciate the opportunity to represent you.

Very truly yours,

Alan F Wohlstetter

ALAN F. WOHLSTETTER

RECEIVED

IAN 28 2015

FINANCE DEPT
S. RAULSTON

AFW/ebw
Enclosure

ACCOUNT # 01-0207-42601
APPROVAL [Signature]

010207-42601

EXHIBIT-A8

ZARWIN • BAUM • DEVITO

KAPLAN • SCHAER • TODDY • P.C.

ATTORNEYS AT LAW

1818 MARKET STREET • 13TH FLOOR • PHILADELPHIA, PA 19103-3638 • (215) 569-2800 • FAX (215) 569-1606 • WWW.ZARWIN.COM

PENNSYLVANIA OFFICE: BETHLEHEM • NEW JERSEY OFFICES: JERSEY CITY • MARLTON

December 31, 2014

Billed through 12/31/14


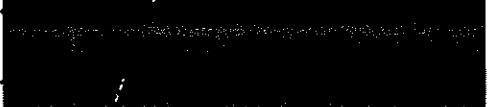

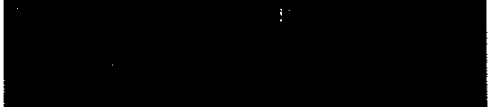
Bill number 12551- 32343 - 144616 AFW

Chief Chris McCall
c/o Hobbs Police Department
300 North Turner Street
Hobbs, NM 88240

Chief Chris McCall
c/o Hobbs Police Department
advs: City of Hobbs, New Mexico
Re: Video Surveillance Network

Balance forward as of last bill dated	11/30/14	\$11,248.73
Payments received since last bill (last payment	01/13/15)	10,497.50
Net balance forward		<u>\$751.23</u>

PROFESSIONAL SERVICES RENDERED

12/03/14 AFW		0.40 hrs	475 /hr	190.00
12/07/14 AFW		3.40 hrs	475 /hr	1,615.00
12/12/14 AFW		0.90 hrs	475 /hr	427.50
12/12/14 AFW		3.50 hrs	475 /hr	1,662.50

ZARWIN • BAUM • DEVITO

KAPLAN • SCHAER • TODDY • P.C.

ATTORNEYS AT LAW

1818 MARKET STREET • 13TH FLOOR • PHILADELPHIA, PA 19103-3638 • (215) 569-2800 • FAX (215) 569-1606 • WWW.ZARWIN.COM

PENNSYLVANIA OFFICE: BETHLEHEM • NEW JERSEY OFFICES: JERSEY CITY • MARLTON

McCall, Chief Chris Bill No. 12551 - 32343 - 144616 PAGE 2

12/12/14 AFW	[REDACTED]	1.90 hrs	475 /hr	902.50
12/15/14 AFW	[REDACTED]	2.10 hrs	475 /hr	997.50
12/26/14 AFW	[REDACTED]	2.60 hrs	475 /hr	1,235.00
12/29/14 AFW	[REDACTED]	0.60 hrs	475 /hr	285.00

Total fees for this matter 15.40 hrs \$7,315.00

EXPENSES INCURRED

12/30/14	American Express - Travel Expenses Alan Wohlstetter, Esquire - 11/13/2014 Traveled to Hobbs for Client Meeting.	823.70
12/31/14	Impression Costs @.20c per item	18.20
Total expenses for this matter		\$841.90

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KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.

ATTORNEYS AT LAW

1818 MARKET STREET ♦ 13TH FLOOR ♦ PHILADELPHIA, PA 19103-3638 ♦ (215) 569-2800 ♦ Fax (215) 569-1606 ♦ WWW.ZARWIN.COM

PENNSYLVANIA OFFICE: BETHLEHEM ♦ NEW JERSEY OFFICES: JERSEY CITY ♦ MARLTON

McCall, Chief Chris

Bill No. 12551 - 32343 - 144616 PAGE 3

BILLING SUMMARY

Wohlstetter, Alan F	15.40 hrs	475 /hr	7,315.00
TOTAL FEES	15.40 hrs		\$7,315.00
TOTAL EXPENSES			\$841.90
TOTAL CHARGES FOR THIS BILL			\$8,156.90
NET BALANCE FORWARD			\$751.23
BALANCE DUE			\$8,908.13

EXHIBIT-A8

Check Number: 00065803

City of Hobbs, Hobbs, NM 88240

Invoice Date	Invoice Number	Description	Invoice Amount
01/13/2015	1/13/2015	ZARWIN,BAUM,DEVITO,KAPLAN, SCH	\$8,908.13

Vendor No	Vendor Name	Check No	Check Date	Check Amount
15456	ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY	00065803	01/29/2015	8,908.13



City of Hobbs
Hobbs, NM 88240

Vendor Number: 15456
Check Date: 01/29/2015
Check Number: 00065803

\$8,908.13

Pay Eight Thousand Nine Hundred Eight Dollars and 13 cents *****

To The Order Of ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY
1818 MARKET ST 13 FLOOR
PHILADELPHIA PA 19103

**FILE COPY
NON-NEGOTIABLE**

AP



City of Hobbs
200 East Broadway Street
Hobbs, New Mexico 88240

00065803
ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY
1818 MARKET ST 13 FLOOR
PHILADELPHIA PA 19103

2015-30

15454

ZARWIN ♦ BAUM ♦ DEVITO

KAPLAN ♦ SCHAER ♦ TODDY ♦ P.C.
ATTORNEYS AT LAW

ALAN F. WOHLSTETTER
Member of PA Bar
afwohlstetter@zarwin.com

February 23, 2015

Chief Chris McCall
Hobbs Police Department
300 North Turner
Hobbs, New Mexico 88240

**Re: Representation of City of Hobbs, New Mexico Police Department
with Respect to Its Video Camera Network**

Dear Chief McCall:

Enclosed please find our invoice for professional services rendered through February 23, 2015 in the amount of \$4,679.60.

Thank you for the opportunity to work together.

Very truly yours,

Alan F. Wohlstetter

ALAN F. WOHLSTETTER

AFW/ebw
Enclosure

ACCOUNT # 01-0207-42601
APPROVAL [Signature]

RECEIVED

FEB 25 2015

FINANCE DEPT
S. RAULSTON

ZARWIN + BAUM + DEVITO

KAPLAN + SCHAER + TODDY + P.C.

ATTORNEYS AT LAW

1818 MARKET STREET + 13TH FLOOR + PHILADELPHIA, PA 19103-3638 + (215) 569-2800 + FAX (215) 569-1606 + WWW.ZARWIN.COM

PENNSYLVANIA OFFICE: BETHLEHEM + NEW JERSEY OFFICES: JERSEY CITY + MARLTON

February 23, 2015

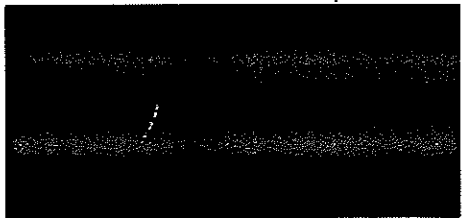
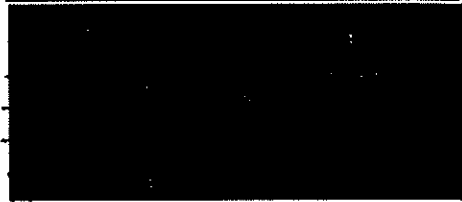


Billed through 02/23/15

Bill number 12551- 32343 - 145828 AFW

Chief Chris McCall
c/o Hobbs Police Department
300 North Turner Street
Hobbs, NM 88240

Chief Chris McCall
c/o Hobbs Police Department
advs: City of Hobbs, New Mexico
Re: Video Surveillance Network

PROFESSIONAL SERVICES RENDERED

01/11/15 AFW		1.60 hrs	475 /hr	760.00
01/25/15 AFW		1.30 hrs	475 /hr	617.50
01/28/15 AFW		0.50 hrs	475 /hr	237.50
01/28/15 AFW		0.70 hrs	475 /hr	332.50

ZARWIN + BAUM + DEVITO

KAPLAN + SCHAER + TODDY + P.C.

ATTORNEYS AT LAW

1818 MARKET STREET + 13TH FLOOR + PHILADELPHIA, PA 19103-3638 + (215) 569-2800 + FAX (215) 569-1606 + WWW.ZARWIN.COM

PENNSYLVANIA OFFICE: BETHLEHEM + NEW JERSEY OFFICES: JERSEY CITY + MARLTON

McCall, Chief Chris

Bill No. 12551 - 32343 - 145828 PAGE 2

Date	Activity	Hours	Rate	Amount
02/03/15	AFW [REDACTED]	0.30 hrs	475 /hr	142.50
02/05/15	AFW [REDACTED]	0.50 hrs	475 /hr	237.50
02/08/15	AFW [REDACTED]	1.20 hrs	475 /hr	570.00
02/18/15	RJP [REDACTED]	0.30 hrs	225 /hr	67.50
02/18/15	RJP [REDACTED]	0.40 hrs	225 /hr	90.00
02/18/15	AFW [REDACTED]	1.50 hrs	475 /hr	712.50
02/18/15	AFW [REDACTED]	0.90 hrs	475 /hr	427.50
02/20/15	AFW [REDACTED]	0.50 hrs	475 /hr	237.50

ZARWIN • BAUM • DEVITO

KAPLAN • SCHAER • TODDY • P.C.

ATTORNEYS AT LAW

1818 MARKET STREET • 13TH FLOOR • PHILADELPHIA, PA 19103-3638 • (215) 569-2800 • FAX (215) 569-1606 • WWW.ZARWIN.COM

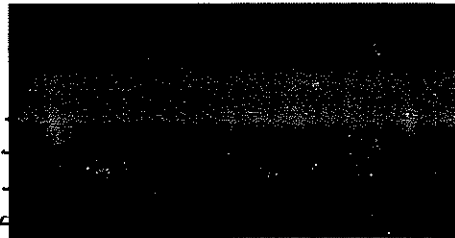
PENNSYLVANIA OFFICE: BETHLEHEM • NEW JERSEY OFFICES: JERSEY CITY • MARLTON

McCall, Chief Chris

Bill No. 12551 - 32343 - 145828 PAGE 3

02/20/15 AFW

0.50 hrs 475 /hr 237.50



Total fees for this matter	10.20 hrs	<u>\$4,670.00</u>
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EXPENSES INCURRED

02/23/15	Impression Costs @.20c per item	9.60
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Total expenses for this matter		<u>\$9.60</u>
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BILLING SUMMARY

Wohlstetter, Alan F	9.50 hrs	475 /hr	4,512.50
Pritzker, Rachael J	0.70 hrs	225 /hr	157.50

TOTAL FEES	10.20 hrs	<u>\$4,670.00</u>
------------	-----------	-------------------

TOTAL EXPENSES		<u>\$9.60</u>
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TOTAL CHARGES FOR THIS BILL		<u>\$4,679.60</u>
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NET BALANCE FORWARD		\$0.00
---------------------	--	--------

BALANCE DUE		<u>\$4,679.60</u>
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EXHIBIT-A8

Check Number: **00066661**

City of Hobbs, Hobbs, NM 88240

Invoice Date	Invoice Number	Description	Invoice Amount
02/23/2015	2/23/2015	ZARWIN,BAUM,DEVITO,KAPLAN, SCH	\$4,679.60

Vendor ID	Vendor Name	Check No.	Check Date	Check Amount
15456	ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY	00066661	02/26/2015	4,679.60



City of Hobbs
Hobbs, NM 88240

Vendor Number: 15456
Check Date: 02/26/2015
Check Number: 00066661

\$4,679.60

Pay Four Thousand Six Hundred Seventy Nine Dollars and 60 cents *****

To The Order Of ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY
1818 MARKET ST 13 FLOOR
PHILADELPHIA PA 19103

**FILE COPY
NON-NEGOTIABLE**

AP



City of Hobbs
200 East Broadway Street
Hobbs, New Mexico 88240

00066661
ZARWIN,BAUM,DEVITO,KAPLAN,SCHAER & TODDY
1818 MARKET ST 13 FLOOR
PHILADELPHIA PA 19103



CITY ATTORNEY'S OFFICE

200 East Broadway
Hobbs, New Mexico 88240

575-397-9226
575-391-7876 fax

VIA EMAIL.

June 17, 2016

Mr. Nicholas Maxwell



**Re: June 2, 2016 IPRA Request / Invoices from Penn. Vendors
Invoices Checks John T. Boyd**

Dear Mr. Maxwell:

Pursuant to your IPRA request in this matter, the following public records are attached:

1. All invoices and checks from three (3) Pennsylvania vendors between August 1, 2012 and May 31, 2016. Please note there are redactions of the invoices from the Zarwin Law Firm based upon attorney/client privilege pursuant to Rule 11-503 of the New Mexico Rules of Evidence, or are not public records as defined by the Inspection of Public Records Act, or both.
2. After searching, the City does not have copies of invoices from, or checks to, Icetech Computer Solutions, or any other business registered to John T. Boyd, between August 1, 2012 and May 31, 2016.

As offered, please feel free to call my office if you have questions I can answer.

Respectfully,

A handwritten signature in blue ink that reads "Michael H. Stone".

Michael H. Stone
City Attorney

cc: JJ Murphy Jan Fletcher

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall Newman
Jonathan Sena
Crystal G. Mullins
Joseph D. Calderón
Garry A. Buie
John W. Boyd

City Manager

J. J. Murphy

June 2, 2014



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

Monday, June 2, 2014 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Crystal Mullins
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

John W. Boyd
Commissioner - District 6

A G E N D A

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the May 12, 2014, Commission Work Session
2. Minutes of the May 19, 2014, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

PUBLIC COMMENTS *(For non-agenda items.)*

EXHIBIT-B1

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

3. Resolution No. 6158 - Approving the Vacation of a Portion of Gilbert Avenue Located Between Block 19 and Block A of Unit One of the Humble City Addition Within the Extra-Territorial Platting Jurisdiction of the City of Hobbs *(Kevin Robinson)*

DISCUSSION

4. Presentation and Update on the Boys and Girls Club Project

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

5. Resolution No. 6159 - Approving a Development Agreement with Diebal, LLC, Concerning the Development of Market Rate Single Family Housing Located Within South Heizer Parkway Tracts Subdivision *(Kevin Robinson)*
6. Consideration of RFP No. 461-14 for Waste and Recycling Consulting Services and Recommendation to Accept Proposal From Medico Consulting Group *(Tim Woomer)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

7. Next Meeting Date:
 - ▶ Regular Meeting - June 16, 2014, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 2, 2014

SUBJECT: RFP 461-14 Waste & Recycling Consulting Services
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: May 19, 2014
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The City of Hobbs issued a Request for Proposals (RFP) to obtain Professional Consulting Services to examine the City of Hobbs current waste and recycling programs and systems. The Consultant will make recommendations to the City for improvements, cost savings, and implementation of an enhanced waste and recycling program. This includes recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner. Two proposals were received in response to the RFP advertisement and the evaluation team rated Medico Consulting Group as the preferred firm to provide the waste and recycling program services to the City.

Phase 1: Site Assessment, Fact Finding, Program Design, and Presentation

Medico Consulting Group will complete a comprehensive assessment of the assets available to the City's waste and recycling program. Documents detailing the historical payments, standing contracts and other financial obligations relevant to the waste and recycling services will be provided by City. Medico Consulting Group will interview key personnel as required. This will include personnel at all levels, including recycling center personnel and City administrative personnel. Medico Consulting Group will produce a waste and recycling program and present such recommendations to the City.

Phase 2: Program Implementation, Negotiation, and Monitoring

Upon written acceptance by the City of the waste and recycling program developed in Phase 1, Phase 2 shall commence and consists of the practical implementation of the waste and recycling program. Medico Consulting Group will negotiate relevant waste and recycling rates with qualified disposal sites and recycling brokers. Phase 2 will officially commence and be in force for twenty four months from the conclusion of any necessary negotiations relevant to implementing the waste and recycling program. Medico Consulting Group will train City personnel to oversee the recycling center production and to market recycling finished products

Fiscal Impact: \$28,500.00

Reviewed By: _____

Finance Department

Budget: Solid Waste Fund 104010-42601; Professional Services

Phase 1 Compensation paid to the Consultant shall not exceed Twenty Eight Thousand Five Hundred Dollars (\$28,500.00), unless the Agreement is amended, in writing, by the City and Consultant.

Phase 2 Compensation shall be the net of fifty percent (50%) of the waste cost savings and fifty percent (50%) of the recycling revenue increases realized by City. Financial activity during a prior twelve month period shall serve as the benchmark. Consultant shall be entitled to this compensation over a twenty four (24) month period.

EXHIBIT-B1

Attachments:

RFP 461-14 Waste & Recycling Consulting Services
Professional Service Agreement for Waste & Recycling Consulting Services

Legal Review:

Approved As To Form: M. H. Stee
City Attorney

Recommendation:

Award RFP 461-14 Waste & Recycling Consulting Services to Medico Consulting Group, of Forty Fort Pennsylvania and authorize the Mayor to execute a Professional Service Agreement for Waste & Recycling Consulting Services with Medico Consulting Group.

Approved For Submittal By:

Tim Woomer
Department Director

A. J. [Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

REQUEST FOR PROPOSAL NUMBER 461-14

FURNISH PROFESSIONAL WASTE & RECYCLING CONSULTING SERVICES

City of Hobbs, New Mexico

The City of Hobbs, New Mexico is requesting proposals from qualified consultants interested in furnishing **PROFESSIONAL WASTE & RECYCLING CONSULTING SERVICES** as specified. Written proposals will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E Broadway St., Hobbs, NM 88240.

DEADLINE - 2:00 p.m. on April 1, 2014

The proposal should be mailed or hand delivered to:

Toby Spears, Finance Director
City of Hobbs
200 E Broadway
Hobbs, NM 88240
Phone: (505) 397-9235
Fax: (505) 397-9227

All proposals must be received on or before the above date and time in the Conference Room of the Finance Department on the second floor of City Hall. Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

All questions regarding this RFP should be referred to Tim Woomer, City Utility Director at (505) 397-9315. In case of ambiguity or lack of clarity, the City of Hobbs, New Mexico reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

CITY OF HOBBS, NEW MEXICO

J.J. Murphy, City Manager

Publication Date: Tuesday, March 19, 2014

EXHIBIT-B1

The City of Hobbs, New Mexico is requesting proposals from qualified consultants interested in furnishing **PROFESSIONAL WASTE & RECYCLING CONSULTING SERVICES.**

The City requests that your proposal be made in conformance with the guideline contained herein on the proposal form. The City intends to award Consulting Services Agreements, hereinafter referred to as "Agreement", to those Consultants submitting proposals which are deemed to be most qualified to provide professional services as required by the City. The Agreement to be executed by those Consultants selected by the City shall be negotiated and established prior to award.

EVALUATION OF PROPOSAL:

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

PROPOSAL EVALUATION CRITERIA

A. Proposal Evaluation.

All Proposals will be evaluated by the City based on the following priorities. The exact basis or weight of each factor is shown below.

1. Qualifications of consultant to provide technical advice and analysis regarding operation, maintenance and management of the City's waste & recycling system. 40%
2. Experience of consultant in developing efficiency and cost savings programs at comparable waste & recycling operations demonstrating a proven success rate. 40%
3. Capacity and capability of the consultant to perform the work and to do so in a timely manner. 20%

B. Interviews.

Interviews may be held with any or all of the firms submitting proposals, as determined to be in the best interest of the City of Hobbs.

INSTRUCTIONS TO CONSULTANTS

I. SUBMITTING PROPOSALS

- A. Sealed proposals will be received in the Finance Department, 200 E Broadway St., Hobbs, New Mexico, in accordance with the Proposal Advertisement. Consultants shall use the proposal form included with the scope of work. Proposal forms must bear the signature of the consultant to be considered. Failure of consultants to complete attached documents in accordance with all instructions provided is cause for the City of Hobbs to reject proposals. Pursuant to NMSA 1978, § 13-1-191.1 (2006), consultant shall complete the attached Campaign Contribution Disclosure form. Failure of consultant to complete the attached documents in accordance with all instructions provided is cause for the City of Hobbs to reject proposals
- B. Proposals must be submitted in a sealed envelope with the outside marked: PROPOSAL NO. 461-14.
- C. Request for Proposal Amendments – All amendments to this Request for Proposal deemed necessary between issuance of the request for Proposals and the proposal submission deadline will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.
- D. The consultant is responsible solely to deliver his/her proposal to the proper place and at the time designated. The fact that a proposal was dispatched will not be considered.
- E. Proposal Evaluation - The Selection Committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of this RFP to determine the best responsible proposals. Negotiations may be conducted with responsible consultants who submit proposals found to be reasonably likely to be selected for award. The City of Hobbs will forward recommendations to the City Commission which will make the final award(s). The city reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive formalities.
- F. It is agreed that proposals accepted by the City shall be valid for a period of sixty (60) days following the date of proposal opening.
- G. Any questions or clarifications regarding this proposal must be submitted to the Finance Department in writing no later than five (5) days prior to the proposed submittal date. All clarifications will be issued in written format. No verbal changes shall take place during any conversations. No proposal conference is scheduled for this project. All questions regarding this RFP should be referred to Tim Woomer, City Utility Director at (505) 397-9315.

EXHIBIT-B1

II. SERVICES

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

III. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in proposals and to reject any or all proposals or portions thereof; and may award to the consultant(s) whose proposal(s) are deemed to be in the best interest of the City of Hobbs, New Mexico.
- B. Proposals may be withdrawn upon receipt of a written request, prior to the scheduled deadline, for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by consultant. Resubmitting must be received prior to the scheduled deadline for consideration.

IV. PAYMENT

- A. The City of Hobbs requests that invoices are not to be submitted more frequently than on a monthly basis. Payment will be made within thirty (30) days upon City certification that all contract terms have been met.

V. INSURANCE

- A. The successful consultant(s) shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

The City of Hobbs shall be named as an additional insured on all of the above. Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

SCOPE OF WORK

1. Introduction:

Hobbs is the largest city in southeastern New Mexico and serves as the retail center for an area encompassing some 125,000 residents within a 55-mile radius. With a current regional population of over 43,000, Hobbs has grown more than 19% since the last census and is rapidly attracting new retail and industrial growth.

Hobbs' economy has long been dependent on the oil and gas industry. The population and economy has been subject to several boom and bust cycles over the years based on the supply and demand of petroleum. Over the past several years, the economy has been diversified by the introduction of other industries. This diversification has helped to recruit a broad range of people from various parts of the country as well as internationally.

Currently, the City of Hobbs is contracted with Waste Management of New Mexico to provide the City's waste and recycling services. The City pays a personnel fee and maintains the infrastructure and equipment for the contractor at the Recycle Center.

2. Proposal Request:

The City of Hobbs periodically retains professional consulting services for a variety of projects including but not limited to recommendations on system methodology, project design, and management of City systems and projects. Work items include design phase, bidding phase, construction management, system studies, operating recommendations, and other related services.

The City of Hobbs is issuing this Request for Proposals (RFP) to obtain Professional Consulting Services to examine the City of Hobbs current waste and recycling programs and systems. The Consultant will make recommendations to the City for improvements, cost savings, and implementation of an enhanced waste and recycling program. This should include recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner.

The City of Hobbs, New Mexico, hereinafter "City", is therefore requesting proposals from qualified consulting firms, hereinafter referred to as "Consultant", for professional consulting services. The City desires this contract for the purpose of having the selected consultant provide technical advice and analysis regarding the operation, maintenance and management of the City's waste and recycling programs and systems. All responses to this Request for Proposals must comply with the City of Hobbs Procurement Code.

EXHIBIT-B1

The City intends to award a Professional Service Agreement, hereinafter referred to as "Agreement", to the Consultant(s) submitting a proposal which is deemed to be the most qualified, and in the best interest of the City, to provide the services as required. The Agreement to be executed by the Consultant selected by the City shall be negotiated and established prior to award.

II. PROPOSAL CONTENT

A. Technical Proposal Content

Each Consultant's proposal must contain the following as a minimum:

1. Name, address, telephone number.
2. A description of consultant's experience, professional designations, areas of competence, and areas of special expertise.
3. Descriptions of at least three recent consulting service projects with dates, locations, and names and telephone numbers of contact persons.
4. Location of office(s) where the work will be performed.
5. Include any exceptions or items the Consultant will not be able to provide.
6. A list of three references.

B. Proposal Requirements

1. The maximum length for a response proposal should not exceed ten (10) pages, including the cost proposal. The Compensation Proposal, Cover Sheets, Index/Table of Contents, Transmittal Letter and Signature Sheet are exempted from the above requirements.
2. Please submit four (4) copies of the proposal.

C. Compensation Proposal.

Cost will not be used as a factor of the evaluation procedures. Therefore, the consultant's Compensation Proposal detailing an anticipated compensation structure and describing any expected financial benefit to the City should be submitted in a separate envelope at the end of the proposal. Compensation Proposals will be opened only for those firms recommended for award by the selection committee. The Compensation Proposal will be used as the basis for the Agreement that will be negotiated and established prior to award.

EXHIBIT-B1

FURNISH PROFESSIONAL WASTE & RECYCLING CONSULTING SERVICES

TO: The City of Hobbs, New Mexico

_____, 2014

Proposal of _____:
(Company Name)

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

B) A partnership consisting of _____; or

C) An individual trading as _____.

The undersigned consultant, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions to consultants, this proposal form and the Detailed Specifications.

Resident Preference
Certification Number

Veteran Preference
Certification Number

Telephone Number

Company Name

Authorized Signature

Type or Print Name

Address

City

State

Zip

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - consultant acknowledges receipt of the following AMENDMENT(S):

Amendment Number: _____ Dated: _____ Amendment Number: _____ Date: _____

Amendment Number: _____ Dated: _____ Amendment Number: _____ Date: _____

EXHIBIT-B1

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND MEDICO CONSULTING GROUP

THIS AGREEMENT is entered into on this _____ day of _____ 2014 by and between the **City of Hobbs, New Mexico**, a municipal corporation (hereinafter "City"); and **Medico Consulting Group** (hereinafter "Consultant") for the purpose of completing Professional Consultant Services to be provided to the City.

RECITALS

The City requires to contract with a Waste & Recycling Consulting Firm to provide Professional Services to the City of Hobbs.

Consultant has submitted a written proposal to the City to complete the required Professional Services work, pursuant to the Consultant's proposal (Exhibit #1).

The Consultant represents that Consultant is qualified by training and experience in the types of work required by the City as herein described.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. **Scope of Work**

The City of Hobbs issued a Request for Proposals (RFP) to obtain Professional Consulting Services to examine the City of Hobbs current waste and recycling programs and systems. The Consultant will make recommendations to the City for improvements, cost savings, and implementation of an enhanced waste and recycling program. This includes recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner.

Phase 1: Site Assessment, Fact Finding, Program Design, and Presentation

Consultant will complete a comprehensive assessment of the assets available to the City's waste and recycling program. Documents detailing the historical payments, standing contracts and other financial obligations relevant to the waste and recycling services will be provided by City.

Consultant will interview key personnel as required. This will include personnel at all levels, including recycling center personnel and City administrative personnel.

Consultant will produce a waste and recycling program for the City and present such recommendations to the City.

Phase 2: Program Implementation, Negotiation, and Monitoring

Upon acceptance by City of Consultant's proposed waste and recycling program developed in Phase 1 and with the written authorization from City to initiate Phase 2 herein, Phase 2 shall commence.

Phase 2 is the practical implementation of the waste and recycling program. Consultant

EXHIBIT-B1

will personally negotiate relevant waste and recycling rates with qualified disposal sites and recycling brokers. Phase 2 will officially commence and be in force for twenty four months from the conclusion of any necessary negotiations relevant to implementing the waste and recycling program. Consultant will train City personnel to oversee the recycling center production and to market recycling finished products.

2. Payment For Services

- A. The City shall pay for said services as specified herein. Payment will be made by the City when the services for the project have been received and accepted by the City as being in compliance with the instructions and specifications.
- B. Phase 1 - Compensation to be paid to the Consultant during the term of this Agreement shall not exceed Twenty Eight Thousand Five Hundred Dollars (\$28,500.00), unless the Agreement is amended, in writing, by the City and Consultant.
- C. Phase 2 - Compensation to be paid to the Consultant shall be based upon cost savings to City over the first twenty-four months after Phase 2 initiates. Consultant shall be entitled to the net result of fifty percent (50%) of the waste disposal cost savings and fifty percent (50%) of the recycling revenue increases realized by City. Consultant shall not be entitled to any compensation without a net savings to the city of its waste disposal cost savings and recycling revenue increases. Financial activity during a prior twelve month period shall serve as the benchmark. The net savings to the City for waste disposal costs and increases in recycling revenue will be shared 50% between the parties for twenty four months. At the end of the twenty-four months, the parties may negotiate additional work for Consultant.
- D. If additional work is authorized, City will specify the scope of the additional work, the payment details and other terms in the amendment.

3. Completion Date

- A. The Consultant agrees to complete said services as herein stated for Phase 1 within sixty (60) days of the date of this Agreement as first written above.
- B. Phase 2 will officially commence and be in force for twenty four months from the conclusion of any necessary negotiations relevant to implementing the duly authorized waste and recycling program.
- C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established, except that any delay by City to provide information to the Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before the agreed completion date or any negotiated extension of the completion date, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities

At no cost to Consultant, City will provide documents detailing the historical payments, standing contracts and other financial obligations relevant to the waste and recycling services and program, plans to review, information on potential projects, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

EXHIBIT-B1

5. Compliance With Appropriate Laws

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

6. Termination and Extended Term

This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

7. Status of Consultant

Consultant, and its agents and employees, are independent contractors performing services for the City, and are not employees of the City of Hobbs. Consultant and its agents and employees shall not, as a result of this Agreement, accrue any leave, retirement, insurance, and bonding, use of City vehicles, worker's compensation benefits or any other benefit afforded to employees of the City.

8. Assignment of Agreement

Consultant shall not assign or transfer any interest in this Agreement.

9. Subcontracting

Consultant shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written consent.

10. Insurance Requirements and Hold Harmless Provision

- A. Consultant agrees to maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including City's Attorney fees resulting from the conduct, negligence, errors or omissions of Consultant or any employee or agent of consultant while engaged in performing the services called for herein. Consultant will provide a current Certificate of Insurance to be attached to this Agreement. The City of Hobbs shall indemnify and hold harmless Consultant, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities including Attorney fees resulting from the conduct, negligence, errors or omission of the City or any employee or agent of the City while under this contract with Consultant.

EXHIBIT-B1

- B. Consultant shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

The City of Hobbs shall be named as an additional insured on all of the above.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

11. Governing Law and Provisions

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

12. Final Payment

Consultant, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Amendments

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

14. Ownership of Work Products

All drawings, plans, studies, work products, etc. completed under this Agreement shall be the property of City following payment for services rendered pursuant to the terms of this Agreement. This shall include all electronic files including but limited to Auto Cad files, Spreadsheets, Word Documents, Pictures, etc.

EXHIBIT-B1

15. Entire Agreement

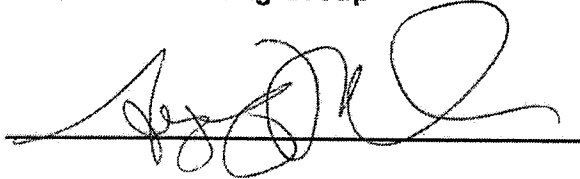
The foregoing constitutes the entire Agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

City of Hobbs

Medico Consulting Group

TIM WOOMER, Utilities Director



Member
Title

J.J. Murphy, City Manager

Angelo Medico
Print Name

APPROVED AS TO FORM:

TOBY SPEARS, Finance Director

MIKE H. STONE, City Attorney

EXHIBIT-B2

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾
 Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>) Login (../Account/ValidateUser)
 Register (../Account/Register_account)

Search entity / Select entity / **Order documents**

Order Business Documents



Date: 07/15/2016

Business Name History

Name	Name Type
The Medico Consulting Group, LLC	Current Name

Business Entity Details Officers

Name	The Medico Consulting Group, LLC
Entity Number	4270512
Entity Type	Limited Liability Company
Status	Active
Citizenship	Domestic
Entity Creation Date	05/20/2014
Effective Date	05/20/2014
State Of Inc	PA
Address	35 Yeager Avenue Forty Fort PA 18704

Filed Documents

The information presented below is for your reference. To place an order you will need to log in. If you do not have a PENN File account, you may register for an account. For unavailable images please complete the form (http://www.dos.pa.gov/BusinessCharities/Business/RegistrationForms/Documents/RegForms/15-133_145_153%20Copy_Certification%20request.pdf) and submit with the required fee to process this.

Show entries

Filter Records

Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start	Microfilm End	Line Total
<input type="checkbox"/>	05/20/2014	Certificate of Organization 1	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

EXHIBIT-B2

Showing 1 to 1 of 1 entries

Previous

1

Next

<input type="checkbox"/>	All Dates	All Certified Copies	2	Quantity #	<input type="text" value="1"/>	\$46.00		
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Certified Documents

Select	Date	Document	Pages	Quantity#	Price		Line Total
<input type="checkbox"/>	07/15/2016	Subsistence Certificate	1	<input type="text" value="1"/>	\$40.00		
<input type="checkbox"/>	07/15/2016	Index and Docketing Report	1	<input type="text" value="1"/>	\$15.00		
<input type="checkbox"/>	07/15/2016	Index and Docketing Certified Report	1	<input type="text" value="1"/>	\$55.00		

Order Total :

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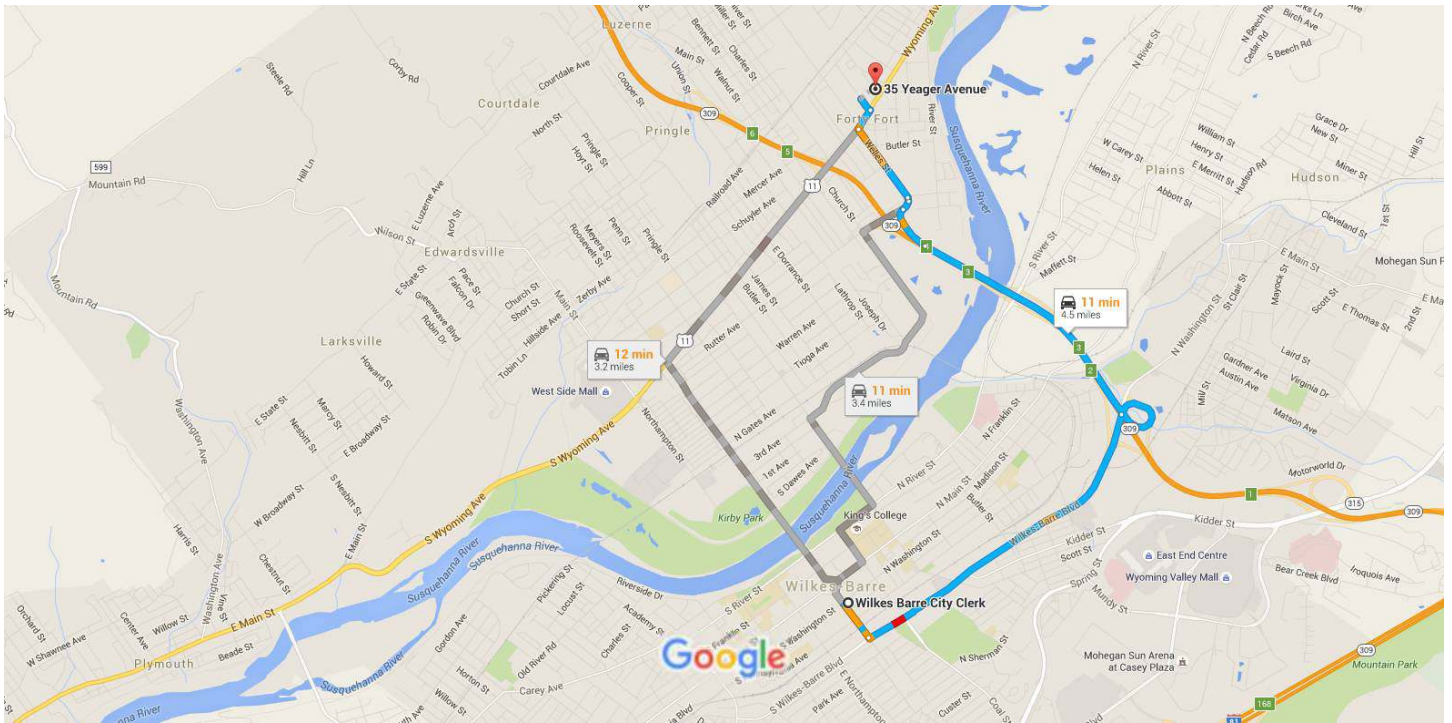
[Login](#)

EXHIBIT-B3



Wilkes Barre City Clerk to 35 Yeager Avenue,
Kingston, PA 18704

Drive 4.5 miles, 11 min



Map data ©2016 Google 2000 ft

Wilkes Barre City Clerk

40 East Market Street, Wilkes-Barre, PA 18711

Take Wilkes-Barre Blvd and PA-309 N to Rutter Ave in Forty Fort. Take exit 4 from PA-309 N

8 min (3.9 mi)

↑ 1. Head southeast on E Market St toward N State St

0.2 mi

↶ 2. Turn left onto Wilkes-Barre Blvd

1.7 mi

⤴ 3. Use the right lane to merge onto PA-309 N via the ramp to Kingston

1.7 mi

↘ 4. Take exit 4 toward Forty Fort

0.2 mi

Take Welles St to Wyoming Ave

2 min (0.5 mi)

⤴ 5. Merge onto Rutter Ave

256 ft

↶ 6. Slight left to stay on Rutter Ave

108 ft

↑ 7. Continue straight onto Welles St

0.4 mi

EXHIBIT-B3

➤ 8. Turn right onto Wyoming Ave

27 s (0.1 mi)

↶ 9. Turn left onto Yeager Ave

15 s (371 ft)

35 Yeager Avenue

Kingston, PA 18704

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

EXHIBIT-B4

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 2, 2014, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena (*via telephone*)
Commissioner Crystal Mullins (*Arrived at 6:25 p.m.*)
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Chris McCall, Police Chief
Tim Kent, Fire Chief
Eric Enriquez, Director of Community Services
Barry Young, Deputy Fire Chief
Shawn Williams, Fire Captain
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Nikki Sweet, Human Resources Director
Ronny Choate, General Services Director
Toby Spears, Finance Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
19 citizens

Commissioner Sena, attending via telephone from Harvard, requested that members of the Commission speak directly into the microphones in order to be heard clearly. Mr. Stone suggested muting of his phone when not speaking to eliminate any background noise.

Invocation and Pledge of Allegiance

Commissioner Boyd delivered the invocation and Commissioner Buie led the Pledge of Allegiance.

Approval of Minutes

Commissioner Newman moved that the minutes of the work session held on May 12, 2014, and the regular meeting held on May 19, 2014, be approved as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations and awards of merit presented.

Public Comments

Mr. Robert Lujan, a local veteran, expressed his appreciation to the City and the Commission for hosting a ceremony on Memorial Day for the creation of a new Veteran's Cemetery in Hobbs.

Mayor Cobb expressed his appreciation to Mr. Lujan for his service to our Country.

Commissioner Newman expressed his appreciation to Mr. Lujan for his efforts in the creation of a new Veteran's Cemetery.

Consent Agenda

Mayor Cobb explained the Consent Agenda and the process for removing an item from the Consent Agenda and placing it under Action Items.

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

Resolution No. 6158 - Approving the Vacation of a Portion of Gilbert Avenue Located Between Block 19 and Block A of Unit One of the Humble City Addition Within the Extra-Territorial-Platting Jurisdiction of the City of Hobbs.

Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Discussion

Presentation and Update on the Boys and Girls Club Project. Mr. Tres Hicks, of the Boys and Girls Club recognized Mr. Mike Clampitt, Executive Director of the Boys and Girls Club, and other Boys and Girls Club Board members in the audience. Mr. Hicks thanked the City of Hobbs for its partnership in the new Boys and Girls Club project. He stated he is excited for the growth of Downtown Hobbs. Mr. Hicks stated the Boys and Girls Club has a strong Board and an excellent staff who love the kids.

Mr. Hicks presented a PowerPoint presentation of the design for the new Boys and Girls Club facility that will be located in the 300 block of East Broadway. He stated the driving force of the Boys and Girls Club is to serve 6 to 12 year old kids of this community. Mr. Hicks stated the facility will have an outdoor playground, technical center and various programs. He stated the facility will utilize green building concepts for power and has taken measures to conserve water and minimized the energy impact and costs on energy efficient by utilizing natural lighting. Mr. Hicks stated a design meeting will be held next week. He stated it has been an intense process which has been in the works for five months. Mr. Hicks stated a ground breaking ceremony will be held on Tuesday, June 24, 2014, at 4:00 p.m., which will be a community celebration in the downtown area.

In response to Commissioner Newman's inquiry, Mr. Clampitt stated the Boys and Girls Club serves 150 kids at its current facility with a total of 400 including the three offsite school locations. He stated the new facility will service 250 to 275 kids.

Commissioner Newman stated the Boys and Girls Club fills a big gap for childcare in the community.

Commissioner Buie stated it is a pleasure seeing Mr. Robert Wallach, former City of Hobbs Commissioner, at tonight's meeting.

In response to Commissioner Buie's inquiry, Mr. Hicks stated natural grass will be utilized for the outside area of the new Boys and Girls Club facility.

Commissioner Buie expressed appreciation to Mr. Clampitt for all he does for the community as he is more like a "dad" than a director of the Club. He stated the proposed new facility is beautiful.

Commissioner Calderón stated he is an educator and thanked the J. F Maddox Foundation for helping the children in the community.

Commissioner Boyd thanked Mr. Clampitt and the Board for their outstanding job on the design of the new Boys and Girls Club facility.

Mayor Cobb stated the community has set a commitment to improving the quality of life for residents. He thanked the J. F Maddox for its generosity to Hobbs. Mayor Cobb expressed appreciation to the Board for the driving force behind building a new facility.

Mr. Robert Wallach expressed appreciation for the presentation given by Mr. Hicks. He stated he was on the Boys and Girls Club Board when the Building Committee was formed. Mr. Wallach also thanked the J. F Maddox Foundation for making Hobbs a better place to live. He stated the Board previously consisted of only eight members and has now grown to 22 Board members. Mr. Wallach stated he is excited about the downtown development and growth. He thanked the City of Hobbs for the alley vacation and assistance in the utility extension.

Commissioner Sena stated he is grateful for the partnership with the Boys and Girls Club. He stated it is an incredible investment into the community.

Mr. Jim Maddox of the J. F Maddox Foundation stated family and the foundation are important to him. He stated Mr. Wallach, along with representatives from Urenco and Pettigrew, have put countless hours into the creation of a new Boys and Girls Club facility. Mr. Maddox stated the new facility will be open before Memorial Day of 2015.

Commissioner Mullins arrived at the meeting at 6:25 p.m.

Action Items

Resolution No. 6159 - Approving a Development Agreement with Diebal, LLC, Concerning the Development of Market Rate Single-Family Housing Located Within South Heizer Parkway Tracts Subdivision. Mr. Kevin Robinson, Development Coordinator, stated the City is proposing to enter into a development agreement

with Diebal, LLC., regarding the development of vacant property located within South Heizer Parkway Tracts Subdivision. He stated the property is being developed as market rate manufactured housing, comprised of seven units exceeding 1,000 square feet of heated and cooled area. Mr. Robinson stated incentive funds are available supporting the installation or reimbursement of public infrastructure only, and units eligible for an incentive must receive a Certificate of Occupancy prior to receiving the incentive. He stated the undeveloped lots abut streets containing complete infrastructure and have a combined front footage of +/- 265 linear feet. Mr. Robinson stated the developer is requesting \$30,805.00 in incentives requiring each of seven units to meet or exceed 1,000 of heated and cooled living space.

Commissioner Newman requested an overhead of the area being discussed. Mr. Robinson stated the property for development is located in the Northeast corner of Stanolind Road and Turner and is West of Heizer Park.

In response to Mayor Cobb's inquiry, Mr. Robinson stated the seven units, upon completion, will be real estate parcels as market rate single family units. He stated these units are not mobile homes and will have property taxes assessed to them.

Commissioner Boyd moved that Resolution No. 6159 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of RFP No. 461-14 for Waste and Recycling Consulting Services and Recommendation to Accept Proposal From Medico Consulting Group. Mr. Todd Randall, City Engineer, explained the proposal and stated the City is requesting to obtain professional consulting services to examine the City's current waste and recycling programs and systems. He stated the consultant will make recommendations to the City on improvements, cost savings, and implementation of an enhanced waste and recycling programs. This includes recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner. Mr. Randall stated two proposals were received and the evaluation team rated Medico Consulting Group as the preferred firm to provide the waste and recycling. Mr. Randall stated this project consists of two phases with Phase I being the Site Assessment, Fact Finding, Program Design and Presentation and Phase II being the Program Implementation, Negotiation and Monitoring upon

the approved by the City Commission at a later date. He stated Phase I compensation paid to the consultant shall not exceed \$28,500.00.

Mr. J. J. Murphy, City Manager, stated the RFP for the waste and recycling consulting services is to improve recycling in the City of Hobbs.

Commissioner Newman stated the RFP for the waste and recycling consulting services will determine the City's intent to recycle and what can be recycled. He stated it will also determine if it is beneficial for the City to recycle.

There being no further comments, Commissioner Newman moved to accept the proposal for waste and recycling consulting services from Medico Consulting Group in the amount not to exceed \$28,000.00. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Murphy introduced Mr. Doug McDaniel, the new Parks and Recreation Director for the City. He stated Mr. McDaniel will blaze his own path and is excited to welcome him to the City of Hobbs.

Commissioner Boyd stated there will be really hot weather and temperatures this week.

Commissioner Mullins apologized for being late due to having locked her keys in her vehicle.

Commissioner Buie stated he recently received a citation from Officer Stanley Benson who exercised the utmost professionalism. He stated Officer Benson is a fine officer who reflects the true professionalism of the Hobbs Police Department.

Commissioner Buie expressed appreciation to Mr. Clampitt and the J. F Maddox Foundation for all they do for the community.

Commissioner Newman welcomed Mr. McDaniel to the City of Hobbs. He also expressed appreciation to Mr. Clampitt, the Boys and Girls Club Building Committee and the J. F Maddox Foundation for all they do in the community.

Mayor Cobb also welcomed Mr. McDaniel to the City.

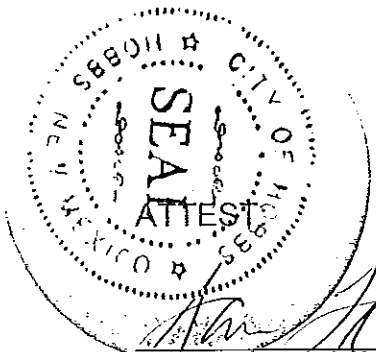
Commissioner Sena reminded everyone of the Primary Election on Tuesday, June 3, 2014, and encouraged all to vote.

Commissioner Sena also welcomed Mr. McDaniel to the City. He expressed appreciation to Mr. Eric Enriquez, Community Services Director, for assisting him in a recent issue.

In response to Mayor Cobb's inquiry, Commissioner Sena stated he still has a lot to learn as an elected official. He stated his attendance at the Harvard class was funded privately and it is great to represent the people of Hobbs.

Adjournment

There being no further discussion or business, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 6:40 p.m.



[Signature]
JAN FLETCHER, City Clerk

SAM D. COBB, Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 2, 2014

SUBJECT: RFP 461-14 Waste & Recycling Consulting Services
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: May 19, 2014
SUBMITTED BY: Tim Woerner, Utilities Director

Summary:

The City of Hobbs issued a Request for Proposals (RFP) to obtain Professional Consulting Services to examine the City of Hobbs current waste and recycling programs and systems. The Consultant will make recommendations to the City for improvements, cost savings, and implementation of an enhanced waste and recycling program. This includes recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner. Two proposals were received in response to the RFP advertisement and the evaluation team rated Medico Consulting Group as the preferred firm to provide the waste and recycling program services to the City.

Phase 1: Site Assessment, Fact Finding, Program Design, and Presentation

Medico Consulting Group will complete a comprehensive assessment of the assets available to the City's waste and recycling program. Documents detailing the historical payments, standing contracts and other financial obligations relevant to the waste and recycling services will be provided by City. Medico Consulting Group will interview key personnel as required. This will include personnel at all levels, including recycling center personnel and City administrative personnel. Medico Consulting Group will produce a waste and recycling program and present such recommendations to the City.

Phase 2: Program Implementation, Negotiation, and Monitoring

Upon written acceptance by the City of the waste and recycling program developed in Phase 1, Phase 2 shall commence and consists of the practical implementation of the waste and recycling program. Medico Consulting Group will negotiate relevant waste and recycling rates with qualified disposal sites and recycling brokers. Phase 2 will officially commence and be in force for twenty four months from the conclusion of any necessary negotiations relevant to implementing the waste and recycling program. Medico Consulting Group will train City personnel to oversee the recycling center production and to market recycling finished products

Fiscal Impact: \$28,500.00

Reviewed By: _____

Finance Department

Budget: Solid Waste Fund 104010-42601; Professional Services

Phase 1 Compensation paid to the Consultant shall not exceed Twenty Eight Thousand Five Hundred Dollars (\$28,500.00), unless the Agreement is amended, in writing, by the City and Consultant.

Phase 2 Compensation shall be the net of fifty percent (50%) of the waste cost savings and fifty percent (50%) of the recycling revenue increases realized by City. Financial activity during a prior twelve month period shall serve as the benchmark. Consultant shall be entitled to this compensation over a twenty four (24) month period.

EXHIBIT-B5

Attachments:

RFP 461-14 Waste & Recycling Consulting Services
Professional Service Agreement for Waste & Recycling Consulting Services

Legal Review:

Approved As To Form: M. H. Stone
City Attorney

Recommendation:

Award RFP 461-14 Waste & Recycling Consulting Services to Medico Consulting Group, of Forty Fort Pennsylvania and authorize the Mayor to execute a Professional Service Agreement for Waste & Recycling Consulting Services with Medico Consulting Group.

Approved For Submittal By:

Tim Woomer
Department Director

A. J. [Signature]
City Manager

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

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

EXHIBIT-B5

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND MEDICO CONSULTING GROUP

THIS AGREEMENT is entered into on this 2nd day of June 2014 by and between the **City of Hobbs, New Mexico**, a municipal corporation (hereinafter "City"); and **Medico Consulting Group** (hereinafter "Consultant") for the purpose of completing Professional Consultant Services to be provided to the City.

RECITALS

The City requires to contract with a Waste & Recycling Consulting Firm to provide Professional Services to the City of Hobbs.

Consultant has submitted a written proposal to the City to complete the required Professional Services work, pursuant to the Consultant's proposal (Exhibit #1).

The Consultant represents that Consultant is qualified by training and experience in the types of work required by the City as herein described.

NOW, THEREFORE, the parties hereto do mutually agree as follows,

1. **Scope of Work**

The City of Hobbs issued a Request for Proposals (RFP) to obtain Professional Consulting Services to examine the City of Hobbs current waste and recycling programs and systems. The Consultant will make recommendations to the City for improvements, cost savings, and implementation of an enhanced waste and recycling program. This includes recommendations on design, operation, and management of these programs and systems in an optimal and cost effective manner.

Phase 1: Site Assessment, Fact Finding, Program Design, and Presentation

Consultant will complete a comprehensive assessment of the assets available to the City's waste and recycling program. Documents detailing the historical payments, standing contracts and other financial obligations relevant to the waste and recycling services will be provided by City.

Consultant will interview key personnel as required. This will include personnel at all levels, including recycling center personnel and City administrative personnel.

Consultant will produce a waste and recycling program for the City and present such recommendations to the City.

Phase 2: Program Implementation, Negotiation, and Monitoring

Upon acceptance by City of Consultants's proposed waste and recycling program developed in Phase 1 and with the written authorization from City to initiate Phase 2 herein, Phase 2 shall commence.

Phase 2 is the practical implementation of the waste and recycling program. Consultant

EXHIBIT-B5

will personally negotiate relevant waste and recycling rates with qualified disposal sites and recycling brokers. Phase 2 will officially commence and be in force for twenty four months from the conclusion of any necessary negotiations relevant to implementing the waste and recycling program. Consultant will train City personnel to oversee the recycling center production and to market recycling finished products.

2. Payment For Services

- A. The City shall pay for said services as specified herein. Payment will be made by the City when the services for the project have been received and accepted by the City as being in compliance with the instructions and specifications.
- B. Phase 1 - Compensation to be paid to the Consultant during the term of this Agreement shall not exceed Twenty Eight Thousand Five Hundred Dollars (\$28,500.00), unless the Agreement is amended, in writing, by the City and Consultant.
- C. Phase 2 - Compensation to be paid to the Consultant shall be based upon cost savings to City over the first twenty-four months after Phase 2 initiates. Consultant shall be entitled to the net result of fifty percent (50%) of the waste disposal cost savings and fifty percent (50%) of the recycling revenue increases realized by City. Consultant shall not be entitled to any compensation without a net savings to the city of its waste disposal cost savings and recycling revenue increases. Financial activity during a prior twelve month period shall serve as the benchmark. The net savings to the City for waste disposal costs and increases in recycling revenue will be shared 50% between the parties for twenty four months. At the end of the twenty-four months, the parties may negotiate additional work for Consultant.
- D. If additional work is authorized, City will specify the scope of the additional work, the payment details and other terms in the amendment.

3. Completion Date

- A. The Consultant agrees to complete said services as herein stated for Phase 1 within sixty (60) days of the date of this Agreement as first written above.
- B. Phase 2 will officially commence and be in force for twenty four months from the conclusion of any necessary negotiations relevant to implementing the duly authorized waste and recycling program.
- C. Consultant acknowledges that time is of the essence for the performance of the work. The completion time for the work shall be established, except that any delay by City to provide information to the Consultant shall not be grounds for penalty to Consultant. In the event any of the services contracted under this Agreement are not completed on or before the agreed completion date or any negotiated extension of the completion date, it is agreed that City may terminate this Agreement and reduce the compensation due to Consultant. Any reduction shall be based on a valuation of the uncompleted work outstanding at the date of termination.

4. City Responsibilities

At no cost to Consultant, City will provide documents detailing the historical payments, standing contracts and other financial obligations relevant to the waste and recycling services and program, plans to review, information on potential projects, available data and maps, and all other necessary information. City staff members and officials will be available to provide further information as needed by Consultant.

Compliance With Appropriate Laws

Consultant agrees to comply with all Federal, State, and Local laws and ordinances applicable to this work, including the Civil Rights Act.

5. Termination and Extended Term

This Agreement may be terminated by either party upon written notice delivered at least ten (10) days before the intended date of termination. By such termination neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

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EXHIBIT-B5

15. Entire Agreement

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


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

City of Hobbs

Medico Consulting Group



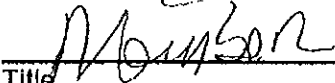
TIM WOOMER, Utilities Director

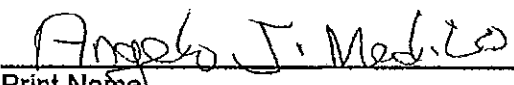


Title



J.J. Murphy, City Manager



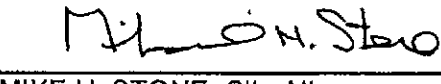
Title


Print Name

APPROVED AS TO FORM:



TOBY SPEARS, Finance Director



MIKE H. STONE, City Attorney

Medico Consulting Group

35 Yeager Ave, Forty Fort PA 18704
Office 570-823-0113 - Fax 570-970-0925

City of Hobbs, NM
200 E Broadway
Hobbs, New Mexico 88240
Phone - 575-397-9206
Fax - 575-397-0379

105

NORTHEASTCARTAGE@AOL.COM

Re: PROPOSAL NO. 461-14

Introduction

Angelo Medico has been active within the waste & recycling industry for 23 years. He started his career as a commodity buyer for Louis Cohen & Son, Inc. in June, 1991. Later, in the year 2000 he became co-founder and partner in Northeast Cartage, LLC, a waste and recycling logistics firm. In 2005 Northeast Cartage expanded with a division named Northeast Recycling Solutions, a commercial, industrial and municipal recycling processor. In 2011 Northeast Recycling Solutions broke ground to the most sophisticated and environmentally friendly single/dual-stream recycling plant in northeastern Pennsylvania. Northeast Recycling Solutions currently serves communities throughout the Wyoming Valley with waste & recycling services as well as other significant municipalities throughout the northeast, including the greater Philadelphia PA and Newark NJ areas. Mr. Medico currently oversees the processing and trade of over 7,000 tons per month of recycling while implementing the most efficient and cost effective waste & recycling programs throughout the Northeast corridor. Visit us at www.nerecyclingsolutions.com

Mr. Medico served as President of the Mid-Atlantic chapter of ISRI (Institute of Scrap Recycling Industries), the largest and most recognized international recycling trade organization with main offices located in Washington D.C. As a past president, Mr. Medico remains active with ISRI National, serving on various trade, operations and lobbying committees.

In addition to serving the region's largest municipal recycling generators, Northeast Recycling Solutions supports waste & recycling services with programs designed by Mr. Medico to the area's largest distribution centers and stores including Amazon, TJ Max, Sears, K-Mart, Target, Lowes, Home Depot and Fed Ex.

References

Listed below are municipal references currently benefitting from programs implemented by Mr. Medico.

Dallas Area Municipal Authority (DAMA) William Feher - (800)243-7575
City of Kingston - Paul Keating - (570)714-7950
City of Wilkes Barre - Marie McCormick - (570)266-0343

EXHIBIT-B5

Proposal

It is proposed that the job be broken into two phases. Phase 1 being the initial assessment, fact gathering, program design and presentation. Phase 2 being the twenty four month period following Phase 1 to implement the program and monitor the progress and effectiveness of the Phase 1 proposal. Implementing over twenty four months allows for real life situations to play out. Program adjustments may be required during this time period.

Phase 1 – Site Assessment, Fact Finding, Program Design & Presentation

Phase 1 will be a hands on assessment of the assets available to the City's waste & recycling program. Documents will be required. Including, but not limited to historical payments, standing contracts and any other financial obligations relevant to the waste & recycling services provided to the residents of Hobbs.

After all facts and documents of the current situation are gathered, question and answer interviews with key personnel will be required. This will include DPW workers at all levels, recycling center personnel and city hall administrative personnel.

Within three weeks of commencing phase 1, Mr. Medico will design, draft and present a recommended waste & recycling program. After presentation of the program, the city of Hobbs will have the option to accept or decline the program. During the presentation period, city officials may input changes to the program however these must be approved by Mr. Medico. Upon acceptance, phase 2 will activate.

Phase 1 Compensation – Twenty eight thousand five hundred dollars (\$28,500)

Phase 2 – Program Implementation, Negotiation & Monitoring

Phase 2 will be the practical implementation of the program. During Phase 2, Mr. Medico will personally negotiate relevant waste & recycling rates with qualified disposal sites and recycling brokers. Phase 2 will officially commence and be in force for twenty four months from the conclusion of all necessary negotiations relevant to implementing the program. Having extensive knowledge of national recycling markets, Mr. Medico will train City Hall administration to oversee the recycling center production and to market recycling finished products. Training in waste collection efficiency and disposal site billing accuracy will also be necessary. Since waste costs are inversely related to recycling program effectiveness, the City will realize a decreased waste costs and simultaneously realize gains in recycling revenues.

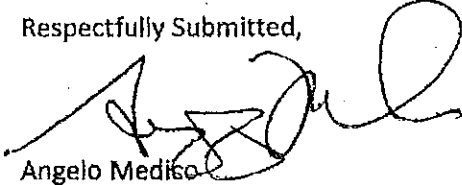
Phase 2 Compensation – Fifty percent (50%) sharing of waste cost savings and recycling revenues realized by the City. Prior twelve months activity will serve as the benchmark. Savings to the City for waste costs from the prior year benchmark will be shared 50% for twenty four months. Gains to the City for recycling revenue from the prior year benchmark will be shared 50% for twenty four months of Phase 2.

EXHIBIT-B5

Acceptance.

Should Mr. Medico's qualifications and the two phase consulting proposal be acceptable to the City of Hobbs, this project will commence within sixty days of acceptance date below on a mutually agreed upon schedule. Thank you for the opportunity to present this proposal.

Respectfully Submitted,



Angelo Medico
Medico Consulting Group
Northeast Recycling Solutions, LLC
Northeast Cartage, LLC

Acceptance, Authorized City agent

Date

Witness

EXHIBIT-B6

The Medico Consulting Group

35 Yeager Ave
Forty Fort, PA 18704

Invoice

Date	Invoice #
7/16/2014	105

Bill To
CITY OF HOBBS 200 E BROADWAY HOBBS, NM 88240

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
1	CONSULTING SERVICES - PHASE 1	28,500.00	28,500.00
<i>OK TO PAY</i> <i>Tim Woomer</i> <i>11-17-2014</i>			
Total			\$28,500.00

Tim Woomer

From: northeastcartage@aol.com
Sent: Thursday, August 14, 2014 10:00 AM
To: JJ Murphy; Tim Woomer
Subject: Consultation Report, Final Draft
Attachments: Report of findings-Final Draft.docx

Gentlemen,

Attached, please find my final draft report to the City of Hobbs. Please contact me should there be any questions or concerns.

Regards,

Angelo Medico

City of Hobbs, NM

WASTE & RECYCLING CONSULTATION REPORT

Angelo Medico

Medico Consulting Group | 35 YEAGER AVE, FORTY FORT, PA 18704

Introduction

On June 2nd, 2014 the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and the Medico Consulting Group (hereinafter "Consultant") entered into an agreement for the purpose of professional consulting services to evaluate and enhance the City's waste and recycling programs. As such, Angelo Medico visited the City on June 23rd to gather information and tour relevant facilities.

Currently, the City contracts with a reputable and responsible outside party (hereinafter "Vendor") to facilitate waste and recycling requirements. The agreement was penned in the year 1991 and now operates under the passed, adopted and approved second amended and restated solid waste collection/disposal agreement dated March 6th, 2006.

The City has expressed interest in enhancing recycling services provided by the Vendor.

Summary of Relevant Facts

WASTE

1. Transfer Station / Convenience Waste Center - Per the second amended and restated solid waste collection/disposal agreement dated March 6th 2006, the contractor operates a drop off station on behalf of the City. The station is divided. One side is a waste drop off site that is provided by the City as a convenience center free of charge to City residents. The City absorbs a monthly operations fee charged by the vendor. In addition, the City absorbs the cost of freight out, charged by the vendor, and disposal cost per ton, charged by the Lea County Landfill.
2. The City has negotiated both residential and commercial waste rates with the vendor. The waste costs are invoiced directly to residents on utility statements. Commercial accounts contract directly with the Vendor.
3. The Vendor collects residential waste twice weekly via 90 gallon wheeled totes, totaling 180 gallons of waste weekly.
4. The vendor accommodates alley way waste collection in some areas in addition to front curb collection. Per my site tour with Mr. Woomer, the alley ways are narrow and most likely require smaller collection vehicles.

EXHIBIT-B7

RECYCLING

1. Recycling Center – The other portion of the transfer station is a voluntary recycling drop off / push and bale operation. The City absorbs a monthly operation fee charged by the vendor and routine maintenance and repairs to a small horizontal baler.
2. The residential drop off recycling is baled and marketed.
3. The collection methodology of commercial accounts recycling is single-stream. The commercial single-stream is baled and marketed.
4. The City receives no recycling rebates.

Observations & Recommendations

1. Waste collection twice weekly totaling 180 gallons of output combined with a convenience drop off center is over service of MSW disposal.
 - a. Currently, residents pay for trucking and disposal (T&D) of municipal solid waste (MSW), twice weekly. With this current cost structure, any reduction is a benefit.
 - b. Reducing the intensity of MSW collections should result in a reduction in individual costs.
 - c. Substituting one weekly collection route with recycling instead of MSW should still equate to an individual cost reduction. This is because MSW requires trucking & disposal, whereas recycling only requires trucking. This also applies to every other week (EOW) recycling collection, although the cost reduction will be less.
 - d. Requiring residents to position collection containers on the front curb will eliminate alley way collections and allow the vendor to streamline its fleet to larger packer vehicles. The efficiencies of larger trucks translate into keeping collection vehicles on routes longer, requiring less wasted time in travel to the dump site. In addition, uniform container positioning will also lend to the time savings in collection. This requirement should allow the vendor to be more aggressive in offering cost savings.
2. Weekly or EOW collection of recycling will afford residents cost options.
 - a. Providing curbside recycling will promote higher participation. The shift of materials from the MSW stream to the recycling stream could initially be as much as 35% or more.
 - b. In order to maximize the efficiency of collection, frequency must be appropriately paired with container size and expected volume.
 - c. Households that effectively participate in curbside recycling will experience a drop in MSW output. As such, a **PAY as YOU THROW** option could be offered.
 - d. PAY as YOU THROW refers to household output. Currently, residents are only offered 90 gallon totes for MSW, therefore the cost is structured around 90 gallons of output. With a shift of streams from MSW to recycling, a successfully participating household may only require 60 gallon MSW service. A smaller MSW receptacle will warrant a reduced household cost for disposal (the "D" component of T&D).

EXHIBIT-B7

3. The current transfer facility operating agreement with the Vendor is not favorable to the City.

Waste Transfer

- a. The waste convenience drop off center is a gracious offering to City residents.
- b. Its operation and waste disposal costs are the sole responsibility of the City.
- c. The vendor benefits by its volume through trucking charges on a per haul basis.
- d. I consider it problematic that the entity that enforces the "resident only policy" also benefits by increased disposal volume.

Recycling Transfer

- a. With the exception of utilities, The City is financially responsible for the staffing and maintenance of the recycling transfer.
- b. The operation is simply push and bale, storage and load out.
- c. The City is paying for the marketable preparation of the recycling, yet receives no rebates for its market value.

Conclusion

Since the service agreement between the City and its vendor was amended in 2006, recycling collection methodology and MRF separation technologies have made great advances of efficiency and profitability. The current vendor is a national leader in promoting these advances. The vendor has expressed interest in extending its service agreement with the City. I recommend that the City request a new and updated proposal to extend its services with every regard, including operation of the transfer facility. Once a written proposal is received, I will make myself available to negotiate the following bullet points that should be sought.

- Weekly or EOW curbside collection of single-stream recycling (please see Exhibit A for composition of recycling)
- Recycling rebates
- Increased policing of waste drop off and justification of operation rates
- "Pay as you throw" option to City residents
- Uniform city wide collection container positioning for optimum route efficiency.

Assuming that the City is agreeable to seeking these bullet points in its new contract, every effort will be made to retain the current vendor to provide these services. Should negotiation with the current vendor fail, I will recommend initiating an RFP and internalizing recyclable packaging and marketing.

I am available at the City's convenience via email or telephone. Thank you for the opportunity to help refine and enhance the City's waste & recycling services.

Sincerely,

Angelo Medico

570-270-0301 x105, northeastcartage@aol.com

Exhibit A

Proposed Single-Stream Composition

Acceptable Recycling Items

Household plastic containers (1-7) – Thoroughly Rinsed
Aluminum Cans
Tin Cans
Cardboard
Boxboard
Magazines
Envelopes
Newsprint
Inserts
Phonebooks
Catalogues

Non-Acceptable Items

Any / All glass
Frozen food, ice cream or frozen juice containers
Hazardous / Bio-hazardous waste
Napkins
Needles
Paper to-go containers
Paper towels
Plastic six pack holders
Plastic microwave trays
Scrap Metals
Styrofoam
Tissues
Waxed Paper / Cardboard

DATE: 11-18-2014

46705



CITY OF HOBBS - CHECK REQUEST

ISSUE TO: THE MEDICO CONSULTING GROUP
35 YAGOR AV
FORN FORT, PA 18704


FOR: RECYCLING CONSULTANT PER JJ

TO BE PAID FROM:

FUND	DEPARTMENT	ACCOUNT	AMOUNT
	<u>104010</u>	<u>42601</u>	\$ <u>28,500.00</u>
			\$
			\$
TOTAL REQUEST			\$ <u>28,500.00</u>

SPECIAL INSTRUCTIONS _____

DEPARTMENTAL APPROVAL _____


FINANCE AUTHORIZATION

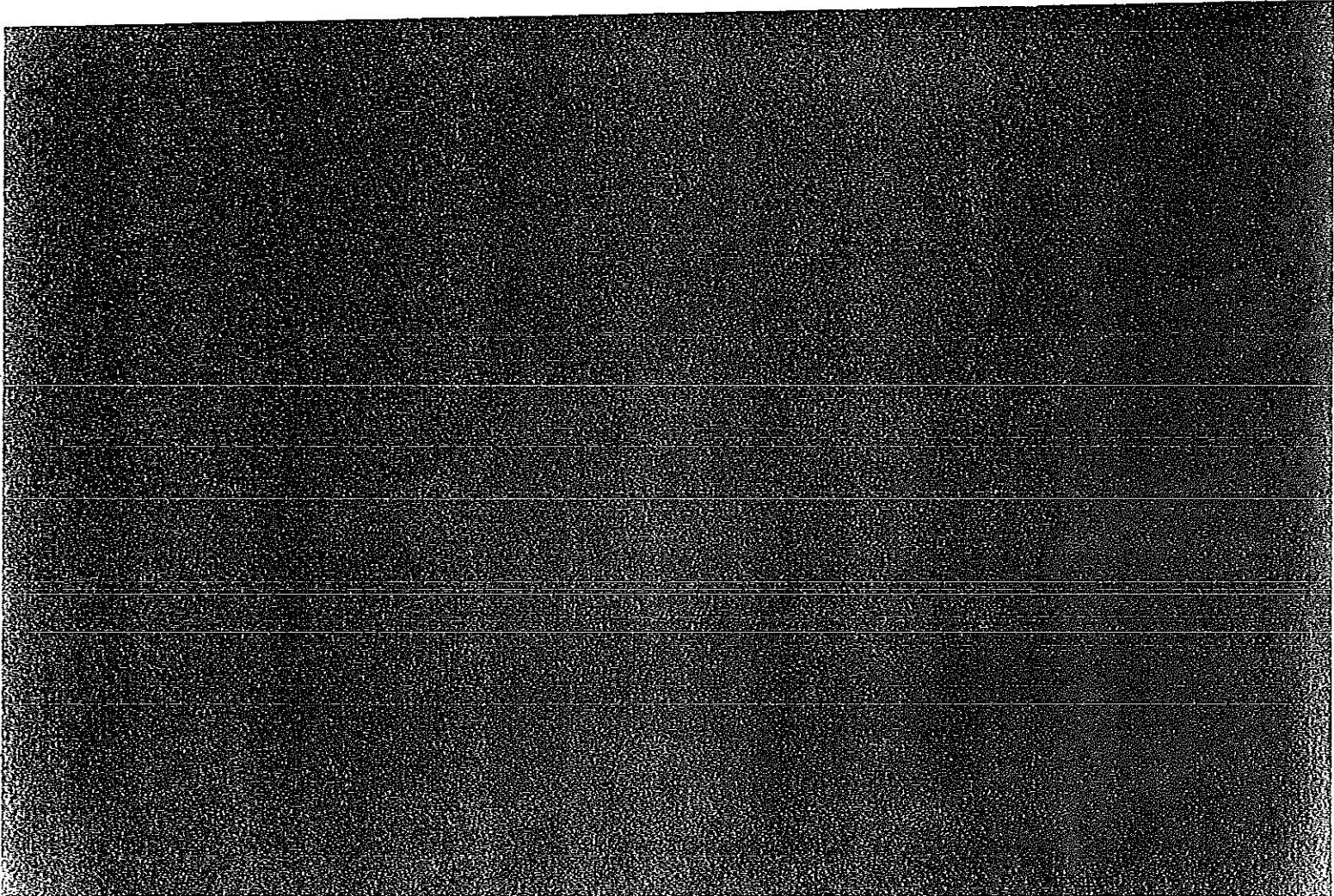


EXHIBIT-B9

Minutes of the work session of the Hobbs City Commission held on Tuesday, January 20, 2015, at 5:00 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico.

Mayor Cobb called the work session to order and welcomed everyone in attendance. The following were present:

Mayor Sam D. Cobb
Commissioner Marshall Newman
Commissioner Jonathan Sena
Commissioner Crystal Mullins
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie

Absent: Commissioner John W. Boyd

Also present were Mr. J. J. Murphy, City Manager, Mr. Mike Stone, City Attorney, Ms. Jan Fletcher, City Clerk and Ms. Mollie Maldonado, Deputy Clerk. Other staff members and public were also present.

Recycling Discussion - Presentation of Report and Evaluation of the City's Waste and Recycling Programs. Mr. Tim Woomer, Utilities Director, stated the City has discussed recycling programs on numerous occasions. He stated the goal of waste and recycling programs is to reduce cost, waste and create a recycling program. He stated the City would include Waste Management in the process as a partner in recycling. Mr. Woomer recognized several members of the Committee for Hobbs who were present in the audience. He then introduced Mr. Angelo Medico, a recycling consultant hired by the City of Hobbs to evaluate the benefits of a recycling program in the community.

Mr. Medico stated he is knowledgeable and experienced in the subject of recycling. He expressed appreciation to the City for the opportunity to be of service and to present his preliminary findings. He stated the Committee for Hobbs is the grass roots effort behind creation of a recycling program. Mr. Medico stated a community of Hobbs' size should have a recycling program in place.

Mr. Medico stated Waste Management already has unique recycling programs that would be beneficial to Hobbs, and he feels confident that curbside recycling is feasible in Hobbs. He stated residents would first need to change the culture of what is placed into the trash bin. Mr. Medico stated once curbside recycling is implemented, the volume of collection is shifted to recycling which reduces the amount of trash for the landfill. He stated the main cost components for consideration are the costs of trucking and the costs of disposal. The cost would be determined by the type of service provided and the frequency. He stated there would be cost savings to the City and residents if a 64-gallon sized bin is used, after recycling, opposed to the 96-gallon bin which is currently being used. Mr. Medico

stated that savings would be seen by reducing trash pick-up from twice per week to once per week.

In reply to Commissioner Sena's inquiry, Mr. Medico stated he construes the term "curbside service" as meaning all trash service at the residence, whether it occurs in the alley or at the curb, wherever it is that the bins are picked up by Waste Management. He stated the cost schedule would be different and there is better efficiency and less cost if it is done at the front of the house rather than in the alley.

In response to Commissioner Sena's inquiry, Mr. Curtis Harris with Waste Management stated Rio Rancho is currently participating in a recycling program provided by Waste Management and 85% of the residents are participating in the program.

In further answer to Commissioner Sena's question, Mr. Medico stated participation in the recycling program is voluntary. He stated residents voluntarily participate in recycling by separating their trash into the recycle bins.

In reply to Commissioner Newman's inquiry, Mr. Medico stated Waste Management does an excellent job in educating the public regarding recycling. He stated they already have established marketing programs and conduct public service announcements in partnership with the communities.

Mr. J. J. Murphy, City Manager, stated Waste Management would need a complete, multi-faceted campaign in Hobbs in many different mediums to educate the public on recycling. He stated a year from now, recycling will be second nature, and children will learn the social responsibility of recycling.

Mr. Medico used a comparison that first learning to recycle is like first learning to wear a seatbelt. Wearing a seatbelt is now a daily habit which is done automatically when you get into a car. He stated it will be important to first change the mentality of citizens to promote recycling. Mr. Medico stated Waste Management has a great promotions department with pre-packaged promotional tools to educate the community about recycling.

Commissioner Buie stated he is in favor of recycling but is concerned about the cost with Waste Management.

Commissioner Calderón stated the Hobbs Municipal Schools can assist by involving parents and children in recycling. Mr. Medico stated he has seen schools form Environmental Clubs to help teach students the differences between waste and recycling.

Commissioner Mullins stated she supports recycling. She questioned whether there would be recycle bins available to the public at various points in the community. Mr. Medico stated bins can be available throughout the community but he recommended first starting with residential recycling.

In reply to Commissioner Mullins' inquiry, Mr. Medico stated the incentive for residents to participate in recycling is that they will save money by not having that much trash being thrown in the trash bins and can downsize trash bins - "pay as you throw".

In response to Mayor Cobb's question, Mr. Medico stated the fees at the landfill are all inclusive with Waste Management.

In further answer to Mayor Cobb's inquiry, Mr. Woomer stated the biggest cost paid to Waste Management is trucking fees. He stated the City will experience savings by reducing the volume of trash and reducing the frequency of pick-ups.

In reply to Mayor Cobb's question, Mr. Woomer stated there are State grants for which the City can apply to incorporate a recycle-processing facility in Hobbs. Mr. Murphy stated Hobbs could be the hub to surrounding areas for recycling needs such as a processing facility.

Mayor Cobb stated if the recycle-processing facility was operated by a private firm, it would be a win-win for all. Mr. Medico stated that a processing facility would have to be subsidized as it is not usually a profitable business.

Ms. Bonnie Moran, member of the Committee for Hobbs, stated the Committee is very much in support of recycling.

Ms. Marcia Schubert, also a member of the Committee for Hobbs, stated the Committee is willing to assist in promoting and educating the community on the importance of recycling.

Ms. Cindy Huffman, member of the Committee for Hobbs, thanked everyone for considering recycling.

Mr. Woomer stated he will meet with representatives of Waste Management to solutions on recycling.

Budgetary Adjustments for FY 14-15. Mr. Toby Spears, Finance Director, reviewed the FY 15 mid-year adjustments and stated the general fund budgeted cash reserves have increased from 39% to 47% which is \$33,083,428.00 to

\$39,901,460.00. He stated the total expenditures budgeted for the first quarter is \$176,263,185.00 and the total for the second quarter is \$165,736,009.00 which is a total expense reduction of \$10,527,176.00.

Mr. Spears stated the total revenue budgeted for FY 15 for the first quarter is \$137,351,293.00 and the second quarter is \$134,217,675.00. He stated with the revenue reduction in the amount of \$3,133,618.00, the budgetary cash increased \$7,393,558.00.

Mr. Spears stated the total cash on June, 30, 2014, was \$90,236,552.00 and total cash on December 31, 2014, was approximately \$105,118,440.00 with total encumbrances at approximately \$17,261,631.00.

Mr. Spears stated the gross receipt taxes (GRT) budgeted for FY 15 was \$72 million and as of January, 2015, the City has received \$49,828,304.00 which is 69.2% of the projected total. He stated the current trending for seven months is \$86,395,951.00 which is a variable month trending versus a straight line. Mr. Spears viewed the five year (seven months) trend of GRT revenues by month.

Mr. Spears reviewed the 2015 budgeted expenditures versus actual expenditures through six months as follows:

	2015** Budgeted	2015 Actual/Encumbered	% Used of budget	Amount
Salary and Benefits	39,586,317	18,163,951	46%	21,422,366
Operating	44,338,007	20,763,966	47%	23,574,041
Capital Outlay	8,344,840	3,116,454	37%	5,228,386
Capital Projects	81,548,999	26,994,685	33%	54,554,314

FTE Counts 509 445*

* actual FTE count as of January 2015

** September, 2014 Budget

Mr. Spears stated 509 FTE positions were budgeted in FY15 of which 445 are actual and 64 are vacant. He stated 509 FTE budgeted positions less the 29.25 adjusted FTE positions leaves 479.75 budgeted positions for FY 2015.

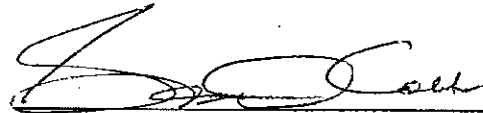
Commissioner Sena thanked City staff for their leadership and the Commission for quickly addressing the anticipated downturn in the economy.

Commissioner Mullins expressed appreciation to staff for increasing the City reserves by eliminating some projects. She stated the City needs to be frugal with its money.

Mayor Cobb expressed appreciation to City staff for their leadership and for doing the right thing at the right time. He stated Hobbs has promoted a diversified economy and has been very fortunate. He stated the City will continue to move forward and work on quality-of-life issues which will make a difference in our community.

Mr. Murphy stated he wrote a letter to the editor of the Hobbs News-Sun to inform the public that the City has reduced its budgetary expenditures and is carefully watching the situation. He stated the budgetary restraints are from the ground up. He stated Hobbs has the best Department Heads and employees anywhere. He praised the work of Mr. Spears and stated he has done an outstanding job as Finance Director.

There being no further discussion by the Commission, the meeting adjourned at 5:45 p.m.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



EXHIBIT-B10

Check Number: 00063954

Invoice Date	Invoice Number	Description	Invoice Amount
07/16/2014	105	RECYCLING CONSULTANT PER JJ MU	\$28,500.00

Vendor No	Vendor Name	Check No	Check Date	Check Amount
15446	ANGELO MEDICO	00063954	11/20/2014	28,500.00

City of Hobbs, Hobbs, NM 88240



City of Hobbs
Hobbs, NM 88240

Vendor Number: 15446
Check Date: 11/20/2014
Check Number: 00063954

\$28,500.00

Pay Twenty Eight Thousand Five Hundred Dollars and 00 cents *****

To The Order Of ANGELO MEDICO
MEDICO CONSULTING GROUP
35 YEAGER AVE
FORTY FORT PA 18704

**FILE COPY
NON-NEGOTIABLE**

AP



City of Hobbs
200 East Broadway Street
Hobbs, New Mexico 88240

00063954

ANGELO MEDICO
MEDICO CONSULTING GROUP
35 YEAGER AVE
FORTY FORT PA 18704