

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

January 19, 2016



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

Tuesday, January 19, 2016 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Patricia A. Taylor
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

*City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 4, 2016, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Letter of Appreciation from U. S. Congressman Steve Pearce
(Bernadette Granger, Field Representative)

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

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. 6398 - Amending the City of Hobbs 401(A) Plan with Nationwide Retirement Solutions to Comply with New IRS Guidelines *(Toby Spears)*

DISCUSSION

4. Quarterly Report - Community Drug Coalition *(Gary Jones)*
5. Report on Veterans Memorial Complex - Parks & Recreation Dept. *(Doug McDaniel)*
6. Report and Update on Condemned Structures - Community Services Dept. *(Raymond Bonilla)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. Resolution No. 6399 - Authorizing an Additional Allocation and Reclassification of Lodgers' Tax Funds to Fund Permian Basin USSSA, Reclassify an Event for the Lea County Commission for the Arts Black History Month Celebration and Reclassify Funds for the City of Hobbs *(Toby Spears, Doug McDaniel, Linda Howell)*
8. Resolution No. 6400 - Appointing Election Officials for the Regular Municipal Election on March 1, 2016, and Reducing the Quantity of Voting Convenience Centers for the Election *(Mollie Maldonado)*
9. Resolution No. 6401 - Approving a Right-of-Way Improvement Agreement Between Suerte Land Group, LLC, and the City of Hobbs Concerning the Access Agreement and Construction Responsibilities of New Roadway Crossing *(Todd Randall)*
10. Consideration of Approval of a Work Order with Ramirez & Sons, Inc., in the Amount of \$109,812.33 for Improvements and Development of Scenic Drive from SR 18 to the Suerte Property Line for Secondary Access to the Health Wellness and Learning Center (HWLC) *(Todd Randall)*

11. Resolution No. 6402 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for Calendar Year 2016 (*Todd Randall*)
12. Resolution No. 6403 - Approving a Development Agreement Between Western States Development Group, LLC, YES Housing, Inc., and the City of Hobbs Concerning the Development of Minor Collector Streets Adjacent to Proposed Development (*Kevin Robinson*)
13. Consideration of Approval of Agreements with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball Regarding Tournament Fees and Reimbursement for Portable Pitching Mounds (*Doug McDaniel*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:

- ▶ Regular Meeting - ***Monday, February 1, 2016***, 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: January 19, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 12, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of January 4, 2016

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, January 4, 2016, 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
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Chris McCall, Police Chief
Eric Enriquez, Fire Chief
Barry Young, Deputy Fire Chief
Shawn Williams, Fire Marshal
Raymond Bonilla, Community Services Director
Manny Marquez, Building Official
Art De La Cruz, Code Enforcement Superintendent
Ron Roberts, Information Technology Director
Toby Spears, Finance Director
Tanya Sanchez, Accounting Operations Supervisor
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Tim Woomeer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Meghan Mooney, Director of Communications
Ronny Choate, General Services Director
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
40 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Boyd moved that the minutes of the regular meeting held on December 21, 2015, be approved as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations or awards of merit.

Public Comments

Mr. Ross Mackey, Mr. Larry Mayfield, Rev. B. J. Choice, Mr. Jim Collins, Mr. Allen Ohaver, Ms. Wanda Bell and Ms. Pat Huntley addressed various comments to the Commission regarding the City of Hobbs' employees PTO payout, City Manager's contract, pot holes on Mainstreet, development of Taylor Ranch, marketing of the golf course, use of out-of-town billboards, handicap parking, snow removal during the recent storm, use of Lodgers' Tax funds, and an outstanding job done by the Hobbs Animal Adoption Center regarding animal adoptions.

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

Resolution No. 6390 - Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property, Specifically 37 Smith & Wesson Handguns Used by the City of Hobbs Police Department.

Resolution No. 6391 - Authorizing the Mayor to Approve a Grant Application with the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 2017 for the Hobbs Fire Department.

Resolution No. 6392 - Authorizing the Mayor to Approve a Grant Application with the Department of Homeland Security Federal Assistance to Firefighter Grant Program for the Hobbs Fire Department.

Resolution No. 6393 - Declaring All Meetings of the City Commission and Boards to be Public Meetings.

Resolution No. 6394 - Authorizing the Mayor to Execute a Professional Services Agreement with Luke Otero for Lobbying Services in the Amount of \$24,500.00 for the 2016 Legislative Session.

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

Discussion

City Update on Services and Response to Winter Storm. Mr. J. J. Murphy, City Manager, presented a PowerPoint to the Commission regarding the winter storm Goliath. He stated City staff delivered approximately 400 meals to senior residents. He expressed appreciation to the Commission for its support of staff and contractors in clearing up the damage created by the storm. Mr. Murphy stated staff created a strategic plan in advance on how to deal with the storm. He stated multiple City departments, agencies and hired contractors, also known as "Team David", assisted in the clean-up of the storm. Mr. Murphy stated staff went over and above to assist citizens in the aftermath of the storm. He recognized all of the contractors and employees in the audience who assisted during the storm.

Commissioner Boyd commended all City employees for their work during and after the storm, and he expressed his appreciation to Mr. Murphy for his leadership.

Commissioner Newman agreed and stated the City is fortunate to have such dedicated employees.

Action Items

Resolution No. 6395 - Declaration of Emergency/Disaster Due to Snowstorm Goliath. Mr. Mike Stone, City Attorney, stated Hobbs was hit with unprecedented snow fall from the winter storm Goliath. He stated the City sustained significant damages as a result of the storm. Mr. Stone stated by declaring an emergency and disaster, the City is entitled to apply to the State of New Mexico Disaster Assistance Program and

may receive compensation through a cost sharing grant of which the State would reimburse 75% of the approved storm expenses.

Mayor Cobb stated he received a call from Governor Susana Martinez to inquire about the City of Hobbs during Storm Goliath. He stated the City is fortunate to have great staff and public-private partnerships who worked together during the storm.

There being no further discussion or comments, Commissioner Boyd moved that Resolution No. 6395 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6396 - Concerning the Application of Rosa's Café, Inc., d/b/a Rosa's Café & Tortilla Factory for Transfer of Ownership of Liquor License No. 2670. Mr. Stone was appointed as the Hearing Officer. Mr. Mark Roads of Rhodes and Salmon, PC, presented testimony in the hearing via conference telephone regarding the application of Rosa's Café, Inc., d/b/a Rosa's Café & Tortilla Factory for Transfer of Ownership of Liquor License No. 2670 located at 3630 North Lovington Highway. Mr. Stone verified that Mr. Rhodes was able to hear and be heard via telephone.

In response to Mr. Stone's inquiry, no members of the audience requested to speak in support of the application or against the application for the issuance and transfer of ownership of the license.

Mr. Stone recognized Mr. Joe Luera as the representative from Rosa's Café & Tortilla Factory. He stated the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for transfer of ownership of the liquor license and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed transfer of ownership of the license should be granted. He further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or locations and a copy of the record must be submitted to the Alcohol and Gaming Division. Mr. Rhodes testified that all the above statements made by Mr. Stone are true and correct to his knowledge.

Proper publication having been made, and there being no discussion, and no comments from the audience, Commissioner Newman moved that Resolution No. 6396 be adopted approving the transfer of ownership of Liquor License No. 2670 to Rosa's Café, Inc., d/b/a Rosa's Café & Tortilla Factory at 3630 North Lovington Highway, Hobbs, New Mexico. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Buie yes, Calderón yes, Taylor yes, Sena yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6397 - Concerning the Application of MUY Pizza-Tejas, LLC, d/b/a Pizza Hut, for a Restaurant Liquor License for the Sale of Beer and Wine at 2112 North Turner. Mr. Stone, City Attorney, was appointed as the Hearing Officer.

In response to Mr. Stone's inquiry, no members of the audience requested to speak in support of the application or against the application for the issuance of the restaurant license.

Mr. Stone recognized Mr. Oscar Gutierrez as the representative of MUY Pizza-Tejas, LLC, d/b/a Pizza Hut. Mr. Gutierrez presented testimony in the hearing regarding the application of MUY Pizza-Tejas, LLC, d/b/a Pizza Hut, for a Restaurant Liquor License for the Sale of Beer and Wine at 2112 North Turner. He stated the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for issuance of a restaurant liquor license and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed issuance of the license should be granted. He further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective licensee or locations and a copy of the record must be submitted to the Alcohol and Gaming Division. Mr. Gutierrez testified that all the above statements made by Mr. Stone are true and correct to his knowledge.

In reply to Commissioner Sena's inquiry, Mr. Gutierrez stated the application is only for a change of the business owner name and that business will be conducted at the restaurant as it is currently being conducted.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Boyd moved that Resolution No. 6375 be adopted approving the issuance of a Restaurant Liquor License MUY Pizza-Tejas, LLC, d/b/a Pizza Hut, for a Restaurant Liquor License for the Sale of Beer and Wine at 2112 North Turner, Hobbs, New Mexico. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Buie yes, Calderón yes, Taylor yes, Sena yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Consideration of Approval of Funding for Asset Management Professional Services in the Amount of \$75,458.54 with Souder Miller & Associates through Cooperative Educational Services (CES) for Phase II Assessment Services. Mr. Tim Woomer stated under the New Mexico Sanitary Projects Act, governmental entities are required to implement an Asset Management Plan if they are applying and/or receiving State of New Mexico funding for capital projects. He stated the City has developed a policy to implement an Asset Management Plan. Mr. Woomer stated the next process in the plan's development is a detailed analysis of assets within the Enterprise Fund, specifically the drinking water system, sanitary sewer system and wastewater treatment. He stated the consulting firm of Souder Miller & Associates has developed a scope of work to provide training and assist the City's internal asset management team to perform this analysis based upon the core components of asset management.

In reply to Commissioner Taylor's question, Mr. Woomer stated the Asset Management Plan only includes the Utilities Department's assets but in the future will include all of the City's assets.

Mayor Cobb stated the Asset Management Plan is required by the State in order to apply and qualify for grant funding.

There being no further discussion, Commissioner Sena moved to approve the professional services agreement with Souder Miller & Associates in the total amount of \$75,458.86 for Asset Management Professional Services as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documents are attached and made a part of these minutes.

In reply to Mr. Ohaver's question, Mayor Cobb stated the City currently has a system in place that accounts for all City assets.

Comments by City Commissioners, City Manager

Mr. Murphy again thanked the Commission for supporting City staff with the challenge of the winter storm Goliath.

Commissioner Boyd expressed a heartfelt thanks to everyone for the efforts with Goliath.

Commissioner Sena thanked Mr. Mayfield for attending the meeting to address his concerns. He also thanked the City staff for all their hard work. Commissioner Sena expressed his appreciation to Mr. Murphy for the values he displays to people and stated he appreciates his passion and love for his job.

Commissioner Taylor expressed appreciation to City staff for all their hard work during the winter storm Goliath.

Commissioner Taylor stated she is looking forward to the Taylor Ranch Project. She stated the project will bring retail and restaurants to South Hobbs which was Original Hobbs at one time.

Commissioner Calderón also thanked City staff for all their hard work during Goliath. He stated Mr. Murphy is a true leader and works side-by-side with his employees.

Commissioner Buie also thanked City staff for their hard work during Goliath and long hours during the clean-up. He also expressed appreciation to the contractors who assisted during the storm.

Commissioner Newman also thanked City staff for their hard work during the winter storm Goliath.

Mayor Cobb stated he agrees with all the comments made by the Commissioners. He expressed appreciation to City staff for having a strategic plan in place for responding to Goliath.

There being no further discussion or business, Commissioner Boyd moved that the meeting adjourn. Commissioner Calderón seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:30 p.m.

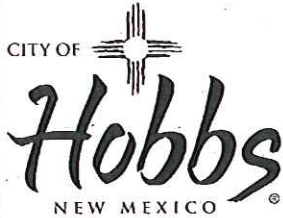
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2016

SUBJECT: Resolution amending the City of Hobbs 401(A) Plan with Nationwide Retirement Solutions

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: January 12, 2016
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City of Hobbs adopted a 401(A) Retirement Plan for certain employees in July of 2003. Nationwide (plan sponsor) is requesting an amended plan document (by resolution) to comply with IRS rules by April 1, 2016.

Fiscal Impact:

Reviewed By: 
Finance Department

No fiscal impact results in this amendment.

Attachments:

Resolution
Plan Document

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve resolution for amended 401(A) Plan.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6398

A RESOLUTION AMENDING THE CITY OF HOBBS
401(A) PLAN WITH NATIONWIDE RETIREMENT SOLUTIONS

WHEREAS, The City of Hobbs has maintained a Qualified Retirement Plan for certain employees who are not members of PERA through Nationwide Retirement Solutions since July 1, 2003; and

WHEREAS, federal guidelines have changed and requires the City to conform our plan documents to satisfy the new guidelines; and

WHEREAS, the City's governing body is required to formally approve an amended plan document to comply with IRS rules by April 1, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the 401(A) Amended Plan Documents with Nationwide Retirement Solutions are approved, and that the Mayor be and hereby is authorized and directed to effectuate this resolution on behalf of the City of Hobbs and any other required documentation evidencing the adoption of said resolution.

PASSED, ADOPTED AND APPROVED this 19th day of January, 2016.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, City Clerk

To: Trustees of the City of Hobbs

Subject: Restated Plan Documents – City of Hobbs

Periodically, the IRS requires that all plan documents be updated for recent law changes. This is commonly referred to as a restatement cycle. Now that a new restatement cycle is upon us (commonly referred to as the Pension Protection Act (PPA) Restatement), we have been working diligently to update your plan documents.

Nationwide Retirement Plans is pleased to inform you that your restated plan documents for the PPA Restatement are now completed and ready for your review and signature. You should review and execute the restated Adoption Agreement, the Basic Plan Document, Resolution, and Summary Plan Description (which should be distributed to all eligible participants and/or beneficiaries within 120 days of signing your new document).

As you are reviewing your updated documents, which should reflect the plan provisions adopted in your prior document, please remember that we are here to help should you have any questions.

The following options have been added to your plan document and they have been defaulted to a common response. As you review these elections, please keep in mind that you can select a different option when necessary or appropriate for your plan design, so please let us know if you need to change any of the pre-populated elections in the Adoption Agreement.

16(b)(3)(a), (d) and (i) – Hours of Service – Equivalency Method

A Year of Service has been defined as 1,000 Hours of Service in the Basic Plan Document for purposes of eligibility to participate, vesting, and sharing in employer contributions. This can be changed by selecting a different hours of service amount in Question 16(b)(4), but this election would require you to track every employee's actual hours worked during the plan year. Question 16(b)(3)(a), (d) and (i) have been completed to apply the equivalency method to those employees for whom you do not actually track hours of service (for example, exempt or salaried employees). The equivalency method selected is 190 hours per month worked.

30(d) – Forms of Distribution

This option only permits partial withdrawals or installment payments to satisfy required minimum distributions. **Otherwise, no partial withdrawals or installment payments are permitted.**

33(b)(8)(d) – In-Service Distributions

Please carefully review the elections that are reflected in Question 38(b)(4), which define when the participant is entitled to an in-service withdrawal. Under the options selected, participants will be entitled to take an in-service withdrawal at age 70.5 to satisfy a required minimum distribution, even if still employed. Please note that the ability to take a withdrawal to satisfy the required minimum distribution rules while employed is an elective plan provision.

Please have Trustee/Trustees complete resolution, sign and date page 18 of adoption agreement and return a signed copies to me by April 1, 2016. If you have any questions about this restatement or the plan provisions we have highlighted above, please give me a call at 614-435-5890.

Thank you for your continued partnership.

Lorie A. Meister



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension
Plan
FFN: 31599070009-002 Case: 201201280 EIN: 23-2139612
Letter Serial No: J593662a
Date of Submission: 04/02/2012

SUNGARD BUSINESS SYSTEMS LLC
1660 PRUDENTIAL DRIVE
SUITE 400
JACKSONVILLE, FL 32207

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP: 7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4333

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements

**ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Hobbs, NM

Address: 200 E. Broadway
Street

Hobbs City New Mexico State 88240 Zip

Telephone: 575-397-9229

Taxpayer Identification Number (TIN): 85-6000141

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. State government or state agency
- b. County or county agency
- c. Municipality or municipal agency
- d. Indian tribal government (see Note below)
- e. Other: _____

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?

- a. No
- b. Yes

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 10.)

4. PLAN NAME:

City of Hobbs, NM Money Purchase Plan

5. PLAN STATUS

- a. New Plan
- b. Amendment and restatement of existing Plan
PPA RESTATEMENT (leave blank if not applicable)
 - 1. This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

a. July 1, 2003 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. July 1, 2015 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:
- a. the calendar year
 - b. the twelve-month period ending on June 30th (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. N/A
- d. beginning on _____ (enter month day, year; e.g., July 1, 2013) and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:
- a. every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
 - b. the last day of each Plan Year
 - c. the last day of each Plan Year quarter
 - d. other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):

- a. **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:
 (1) _____ (2) _____ (if more than 2, add names to signature page).
- b. **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)	Title(s)
<u>Michael Stone</u>	<u>City Attorney</u>
<u>Jan Fletcher</u>	<u>City Clerk</u>
<u>Toby Spears</u>	<u>Finance Director</u>

Address and telephone number

- 1. Use Employer address and telephone number
- 2. Use address and telephone number below:

Address: _____
Street

City State Zip

Telephone: _____

- c. **Corporate Trustee(s)** (add additional Trustees as necessary)

Name: _____

Address: _____
Street

City State Zip

Telephone: _____

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)

- d. Directed Trustee exceptions (leave blank if no exceptions):
 Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 - 1. The corporate Trustee will serve as Directed Trustee over the following assets: _____

2. [] The individual Trustee(s) will serve as Directed Trustee over the following assets: _____

Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)

3. [] over all Plan assets

e. [] Discretionary Trustee exceptions (leave blank if no exceptions):

Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)

1. [] The individual Trustee(s) will serve as Discretionary Trustee over the following assets: _____

2. [] The corporate Trustee will serve as Discretionary Trustee over the following assets: _____

Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)

3. [] over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?

f. [X] No

g. [] Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

a. [X] Employer (use Employer address and telephone number)

b. [] Other:

Name: _____

Address: _____
Street

_____ City State Zip

Telephone: _____

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

a. [] This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):

1. [] All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)

2. [] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. [] as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

b. [X] Employer contributions other than matching (Questions 24-25)

1. [] This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)

c. [] Employer matching contributions (Questions 26-28)

d. [] Mandatory Employee contributions (Question 31)

e. [] After-tax voluntary Employee contributions (Question 32)

f. [X] Rollover contributions (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

a. [] No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).

b. [X] Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):

1. [] Union Employees (as defined in Plan Section 1.17)

2. [] Nonresident aliens (as defined in Plan Section 1.17)

3. [] Leased Employees (Plan Section 1.28)

- 4. Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.
- 5. Other: Employees, except City Manager, who participate in the State of New Mexico Defined Benefit Plan. (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. **CONDITIONS OF ELIGIBILITY (Plan Section 3.1)**

- a. **No age or service required.** No age or service required for all Contribution Types (skip to Question 14).
- b. **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

c. **Age Requirement**

- 1. No age requirement
- 2. Age 20 1/2
- 3. Age 21
- 4. Age _____ (may not exceed 26)

d. **Service Requirement**

- 1. No service requirement
- 2. _____ (not to exceed 60) months of service (elapsed time)
- 3. 1 Year of Service
- 4. _____ (not to exceed 5) Years of Service
- 5. _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
- 6. _____ consecutive months of employment from the Eligible Employee's employment commencement date.
- 7. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
 - 1. service requirement (may let part-time Eligible Employees into the Plan)
 - 2. age requirement
 - 3. waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
 - 1. The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. date such requirements are met
- b. first day of the month coinciding with or next following the date on which such requirements are met
- c. first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
- f. first day of the Plan Year in which such requirements are met

- g. first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____ (must be definitely determinable)

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)**
- a. No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
 - b. Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.; select d. - f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

Limitations

- f. The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)**

NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan Section 1.54 will apply, including the following defaults:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting and allocation purposes, the computation period will be the Plan Year.

- a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
 - 1. all purposes (skip to Question 17)
 - 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. sharing in allocations or contributions
- b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
 1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. sharing in allocations or contributions

Such method will apply to:

- c. all Employees
- d. Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. days worked (10 hours per day)
- g. weeks worked (45 hours per week)
- h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. months worked (190 hours per month)
- j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

- 4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 - 1. eligibility to participate
 - 2. vesting
 - 3. sharing in allocations or contributions

VESTING

17. **VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))**

- a. N/A (no Employer contributions; skip to Question 19)
- b. The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
<u>1 year</u>	<u>20% %</u>
<u>2 years</u>	<u>40% %</u>
<u>3 years</u>	<u>60% %</u>
<u>4 years</u>	<u>80% %</u>
<u>5 years</u>	<u>100% %</u>
<u>City Manager Only</u>	<u>100% %</u>

Vesting for Employer matching contributions

- f. N/A (no Employer matching contributions)
- g. The schedule above will also apply to Employer matching contributions.
- h. 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. Service prior to the computation period in which an Employee has attained age _____.
- c. Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. Death
- e. Total and Permanent Disability
- f. Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

- a. **Specific age.** The date a Participant attains age 65 (may not exceed 65)
- b. **Age/participation.** The later of the date a Participant attains age _____ (may not exceed 65) or the _____ (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced

NOTE: Effective for Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(2).

Qualified police or firefighters. Normal Retirement Age for qualified public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- c. Age _____ (may not be less than 50)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

- a. date on which the Participant attains "NRA"
- b. first day of the month coinciding with or next following the Participant's "NRA"
- c. first day of the month nearest the Participant's "NRA"
- d. Anniversary Date coinciding with or next following the Participant's "NRA"
- e. Anniversary Date nearest the Participant's "NRA"
- f. Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

- a. N/A (no early retirement provision provided)
- b. Early Retirement Date means the:
 - 1. date on which a Participant satisfies the early retirement requirements
 - 2. first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

- 4. Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. at least _____ Years (or Periods) of Service for vesting purposes
 - b. at least _____ Years (or Periods) of Service for eligibility purposes
- c. Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. Wages, tips and other compensation on Form W-2
- b. Code §3401(a) wages (wages for withholding purposes)
- c. 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457(b).

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. the Plan Year
- e. the Fiscal Year coinciding with or ending within the Plan Year
- f. the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. **No adjustments** (skip to i. below)
- h. **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
 - 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. excluding Military Differential Pay
 - 5. excluding overtime
 - 6. excluding bonuses
 - 7. other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)

- i. If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: _____ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. The defaults listed above apply except for the following (select one or more):
 - 1. Leave cash-outs will be **excluded**
 - 2. Nonqualified unfunded deferred compensation will be **excluded**
 - 3. Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
 - 4. Disability continuation payments will be **included**

Plan Compensation (post-severance compensation adjustments)

- b. **Defaults apply.** Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.
- c. **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 - 1. Exclude all post-severance compensation
 - 2. Regular pay will be **excluded**
 - 3. Leave cash-outs will be **excluded**
 - 4. Nonqualified unfunded deferred compensation will be **excluded**
 - 5. Military Differential Pay will be **included**
 - 6. Disability continuation payments will be **included**

NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

Post-severance compensation special effective date (leave blank if not applicable)

e. If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: _____

CONTRIBUTIONS AND ALLOCATIONS

24. **EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)** (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

a. **Fixed contribution** equal to (only select one):

1. _____% of each Participant's Compensation for each:

- a. Plan Year
- b. calendar quarter
- c. month
- d. pay period
- e. week

2. \$ _____ per Participant.

3. \$ _____ per Hour of Service worked while an Eligible Employee

a. up to _____ hours (leave blank if no limit)

4. other: 15% of each Participant's Compensation and an annual lump sum discretionary amount for City Manager. (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

b. **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1. Sick leave
- 2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):

- a. The Former Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours

4. **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):

- a. The Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours

c. **Social Security Replacement Plan.** An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

Include only part-time, seasonal and temporary Employees (leave blank if not applicable)

1. Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)
- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
 - b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
 - Conditions for Participants NOT employed on the last day of the Plan Year**
 - 1. A Participant must complete at least 1 (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
 - 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - 3. Participants will NOT share in the allocations, regardless of service.
 - 4. Participants will share in the allocations, regardless of service.
 - 5. Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).
 - Conditions for Participants employed on the last day of the Plan Year**
 - 6. No service requirement.
 - 7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - 8. A Participant must complete at least 1 (not to exceed 1,000) Hours of Service during the Plan Year.
 - 9. Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 - 1. or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

A. **Elective deferrals taken into account.** For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):

- a. **457 plan(s).** Enter Plan name: _____
- b. **403(b) plan(s).** Enter Plan name: _____

NOTE: If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

B. **Matching Formula.** (select one)

- c. **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's elective deferrals
 - 1. that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
- d. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

- e. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's elective deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. vesting purposes
 2. eligibility purposes
- f. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. N/A (no Plan specific limit on the amount of matching contribution)
 - b. \$_____.
 - c. _____% of Compensation.
- B. **Period of determination.** The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):
- d. the Plan Year
 - e. each payroll period
 - f. each month
 - g. each Plan Year quarter
 - h. each payroll unit (e.g., hour)

28. ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3). Select a. OR b. and all that apply of c. - h.

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. **Allocation conditions apply** (select one of 1. -5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
1. A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. Participants will NOT share in the allocations, regardless of service.
 4. Participants will share in the allocations, regardless of service.
 5. Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year

6. No service requirement.
7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
9. Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
- d. Total and Permanent Disability
- e. Termination of employment on or after Normal Retirement Age
 1. or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. The Plan Year quarter.
- g. Payroll period.
- h. Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES (Plan Sections 1.21 and 4.3(e))**

Forfeitures of Employer contributions other than matching contributions will be:

- a. added to the Employer contribution and allocated in the same manner
- b. used to reduce any Employer contribution
- c. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- d. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:

- e. N/A. Same as above or no Employer matching contributions.
- f. used to reduce the Employer matching contribution.
- g. used to reduce any Employer contribution.
- h. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. **ALLOCATION OF EARNINGS (Plan Section 4.3(c))**

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

- a. N/A. (all assets in the Plan are subject to Participant investment direction)
- b. by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
- c. by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
- d. by using the method specified in Plan Section 4.3(c) (balance forward method)
- e. other: _____ (must be a definite predetermined formula)

31. **MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)**

- a. An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
- b. An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.
- c. Other: _____ (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.

- d. The mandatory Employee contribution is not "picked-up" by the Employer.

32. **AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)**

Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

- a. After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

DISTRIBUTIONS

33. **FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)**

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. lump-sums
- b. substantially equal installments
- c. partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)

- d. partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
 - 1. _____
- e. annuity: _____ (describe the form of annuity or annuities)
- f. other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. cash only, except for (select all that apply; leave blank if none apply):
 - 1. insurance Contracts
 - 2. annuity Contracts
 - 3. Participant loans
- h. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
 - 1. _____ (must be definitely determinable and not subject to Employer discretion)

34. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of \$5,000

- a. Distributions may be made as soon as administratively feasible following severance of employment.
- b. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- f. No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of \$5,000 or less

- h. Same as above
- i. Distributions may be made as soon as administratively feasible following severance of employment.
- j. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):

- l. Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. Participant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m. No, Participant consent is required for all distributions.
- n. Yes, Participant consent is required only if the distribution is over:
 - 1. \$5,000
 - 2. \$1,000
 - 3. \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.
o. Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. **DISTRIBUTIONS UPON DEATH** (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. be made pursuant to the election of the Participant or "designated Beneficiary"
b. begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
c. be made within 5 (or if lesser _____) years of death for all Beneficiaries
d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

36. **OTHER PERMITTED DISTRIBUTIONS** (select all that apply; leave blank if none apply)

A. **IN-SERVICE DISTRIBUTIONS** (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:
1. Age. The Participant has reached:
a. Normal Retirement Age
b. age 62
c. age 70 1/2 (may not be earlier than age 62)

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

- d. _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. all Accounts
c. only from the following Accounts (select one or more):
1. Account attributable to Employer matching contributions
2. Account attributable to Employer contributions other than matching contributions
3. Rollover Account
4. Transfer Account
5. Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. N/A (no additional limitations)
e. Additional limitations (select one or more):
1. The minimum amount of a distribution is \$_____.
2. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
3. Distributions may only be made from Accounts which are fully Vested.
4. In-service distributions may be made subject to the following provisions: For Distributions occurring the later of: (1) on or after January 1, 1998, (2) effective date of the plan, (3) the effective date of the first fee agreement with Nationwide Life Insurance Company services (or its predecessor after the date such predecessor was acquired by Nationwide Life Insurance Company); age 70 1/2 and any election by a Participant to receive a distribution pursuant to this Section shall constitute a Required Minimum Distribution under Section 6.8 of the Plan. (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

Continued benefit accruals.

- a. Continued benefit accruals will NOT apply
- b. Continued benefit accruals will apply

Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- c. _____ (may not be earlier than the first day of the 2007 Plan Year)

Distributions for deemed severance of employment

- d. The Plan does NOT permit distributions for deemed severance of employment
- e. The Plan permits distributions for deemed severance of employment

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

- 1. _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)

- a. New loans are NOT permitted.
- b. New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b. Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

- c. At any time
- d. Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))

Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

- a. RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
- b. RMDs continued unless otherwise elected by a Participant or Beneficiary.
- c. RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
- d. Other: _____

Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):

- e. "2009 RMDs" and "Extended 2009 RMDs."
- f. "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:

- a. Non-spousal rollovers are allowed effective _____ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

Governmental Money Purchase Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Governmental Volume Submitter Money Purchase Plan #09-002.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Nationwide Financial Services, Inc. will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Nationwide Financial Services, Inc. of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Nationwide Retirement Solutions

Address: P.O. Box 182797

Columbus Ohio 43218

Telephone: (800) 321-7167

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Hobbs, NM

By: _____ DATE SIGNED _____

TRUSTEE (OR INSURER):

The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

Michael Stone

_____ TRUSTEE OR INSURER _____ DATE SIGNED _____

Jan Fletcher

_____ TRUSTEE OR INSURER _____ DATE SIGNED _____

Toby Spears

_____ TRUSTEE OR INSURER _____ DATE SIGNED _____

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

a. **Special effective date(s):** _____ . For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

B. Other permitted elections (the following elections are optional):

a. **No other permitted elections**

The following elections apply (select one or more):

- b. **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 - 1. eligibility purposes
 - 2. vesting purposes
- d. **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): _____.
- f. **Limitation Year** (Plan Section 1.29). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
 - 1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____.
- h. **Recognition of Service with other employers** (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
Limitations			
7. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13)	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

- i. **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
 2. **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d. AND complete e.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

- a. Participants who are Employees as of _____ (enter date).
- b. Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. Other: _____ (e.g., Participants in division A)

Vesting schedule

e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- j. **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. N/A (annuity distributions are not permitted)
 2. Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k. **Other spousal provisions** (select one or more)

1. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
2. **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

- l. **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____

- m. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.49, Total and Permanent Disability means: _____ (must be definitely determinable).

- n. **Permissible Trust (or Custodian) modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows:

-
2. **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

-
3. **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows:
-

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a. Limitations (select one or more):
 - 1. Loans will be treated as Participant directed investments.
 - 2. Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
 - a. hardship reasons specified in Plan Section 6.12
 - b. financial necessity (as defined in the loan program).
 - 3. The minimum loan will be \$_____.
 - 4. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 - 5. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 - 6. Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account(s) attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account
 - d. Transfer Account
 - e. Other: _____
- AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f. by determining the limits by only considering the restricted accounts.
 - g. by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
 - 1. payroll deduction
 - 2. ACH (Automated Clearing House)
 - 3. check
 - a. Only for prepayment
- c. Interest rate. Loans will be granted at the following interest rate (if left blank, then 3. below applies):
 - 1. _____ percentage points over the prime interest rate
 - 2. _____%
 - 3. the Administrator establishes the rate at the time the loan is made
- d. Refinancing. Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. Life insurance may not be purchased.
- b. Life insurance may be purchased...
 - 1. at the option of the Administrator
 - 2. at the option of the Participant

Limitations

- 3. N/A (no limitations)
- 4. The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. Each initial Contract will have a minimum face amount of \$_____.
 - b. Each additional Contract will have a minimum face amount of \$_____.
 - c. The Participant has completed _____ Years (or Periods) of Service.
 - d. The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. The Participant is under age _____ on the Contract issue date.
 - f. The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. The maximum face amount of any life insurance Contract will be \$_____.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. No
- b. Yes

D. **Directed investments**

- a. Participant directed investments are NOT permitted.
- b. Participant directed investments are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer contributions
 - b. Rollover Account
 - c. Transfer Account
 - d. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. **Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. No, Administrator determines in operation which sources will be accepted.
- b. Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. The Plan will accept a direct rollover of a Participant loan
- i. The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
 _____ (e.g., only from Participants who were employees of an acquired organization).

- 2. **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
 - a. a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. a plan described in Code §403(a) (an annuity plan)
 - c. a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

DISCUSSION



Community Drug Coalition of Lea County

City of Hobbs Quarterly Report – 2nd Quarter FY 2015/16

City of Hobbs
200 E. Broadway
Hobbs, NM 88240

Mayor Cobb,

Thank you for your trust in the Community Drug Coalition of Lea County and its efforts to put forth initiatives to address the problem of drugs and alcohol in our community. In accordance with the Professional Services Agreement for FY 2015/16 from the City of Hobbs, we offer the following quarterly report:

Drug Court

- Scheduled and held meetings with Judge Kirksey (Drug Court), Gary Jones (CDC Chair), Kathi Bearden (CDC Past Chair), Ernie Holland (Guidance Center).
- 80hr drug/alcohol tests are now given to all drug court clients every Monday at the following locations: Legacy Safety & Consulting in Hobbs and Art's D.O.T. & Safety in Lovington.
- CDC pays for all tests performed on Mondays as well as drug testing kits/supplies needed.
- Provide monthly bus passes for DC clients.

Amount spent 2nd quarter - \$6,448.71

Mentoring Program

- Conducted initial needs survey with Hobbs Municipal Schools
- CDC met with Amy Rhoads on various occasions

- Coordinated efforts between HMS, CDC, Mentors, Mentees and parents
- Currently have 44 active mentors
- Purchased mentoring brochures and had 100 copies of "A Guidebook for Mentors" printed
- Planning annual Mentoring Banquet

Amount spent 2nd quarter - \$4,036.53

Public Education

- Conducted public awareness efforts to educate the community and raise awareness of the harms of substance abuse
- Public awareness announcements (print and radio), paid advertising with Pandora, CDC Facebook, monthly newsletter and email awareness campaign
- Distributed the 2015 edition *Take a Stand* magazine throughout Lea County
- Gave drug/alcohol awareness presentations in Lovington Middle Schools
- Partnered with Palmer Drug Abuse for Red Ribbon Week Puppet show for Elementary Schools throughout Hobbs.
- Held a Door Decorating Contest in participating Hobbs Schools
- Conducted an Essay for Hobbs Schools (Topic "Making Good Choices")

Amount spent 2nd quarter - \$1,877.16

Substance Abuse Awareness

- Provided materials needed for RRW Puppet Show
- Purchased items for essay contest winners
- Drug/alcohol awareness given during NMJC's campus awareness
- Awareness campaign for all of Lea County (Pandora, Radio, Newspaper & Social Media)
- Purchased mini footballs with anti-drug message to be thrown out during all home games
- Materials purchased for Red Ribbon Week

Amount spent 2nd quarter - \$6,441.80.00

Business Prevention

- Distribution of *Bad for You, Bad for Business* window decals
- Discussion and planning strategies, coordinating through chambers of commerce
- Developing strategy to educate and empower business in their practices of drug-free work force

- Discussion of education materials for workforce, i.e., safety meetings
- Distributed *Bad for You, Bad for Business* brochures

Amount spent 2nd quarter - \$527.00

Sustainability

Discussions initiated in reference to future actions on sustainability and legislative actions have occurred with Executive and Advisory boards. CDC sending letters of support to all legislatures regarding House Bill 29 (Allow local government curfew ordinances).

Sincerely,

Gary Jones, CDC Chairman



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19th, 2016

SUBJECT: Authorizing an additional allocation and reclassification of Lodgers' Tax funds to fund Permian Basin USSSA, reclassify an event for the Lea County Commission for the Arts "Black History Month Celebration" and reclassify funds for the City of Hobbs

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: January 14th, 2016
SUBMITTED BY: Toby Spears, Finance Director

Summary:

On January 13th, 2016, the Lodgers' Tax Board met to consider funding and reclassification requests. All requests were approved by the Lodgers' Tax Board and forwarded to the City Commission for approval.

Permian Basin USSSA – additional \$30,000. (fund 3 additional tournaments before May 1, 2016. Previous funding award was \$93,000 on April 20, 2015)

Lea County Commission for the Arts – reclassification of \$5,000 (reclassify glassblowing/silk painting workshop event to "Black History Month event" Previous award was \$ 29,500 on April 20, 2015)

City of Hobbs – reclassification of \$ 307,559.10 (reclassify Taylor Ranch advertising/promotion to New Mexico Municipal League Conference advertising/promotion - \$175,000 and Rockwind Community Links advertising/promotion - \$132,559.10). **The original allocation was \$407,559.10. The difference between original allocation and reclassification is \$100,000.00 which will flow back to the lodgers' tax fund.**

Fiscal Impact:

Reviewed By: 
Finance Department

December 31, 2015 Cash Balance (per Lodgers' Tax ordinance) for the Lodgers' Tax Fund is as follows:

REQUESTED AMOUNTS:

Permian Basin USSSA – 3 events	\$ 30,000.00
Lea County Commission for the Arts – Black History Month Celebration	\$ 0.00 (no fiscal impact with reclass)
City of Hobbs	\$(100,000.00) (reclass yields \$100,000 flowback)
Non-Profit/For Profit/Public Entity (20%)	\$108,281.22
City and County (40%)	\$(74,683.92)

Attachments:

Financial Report
Requests
Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6399

A RESOLUTION AUTHORIZING AN ADDITIONAL ALLOCATION
AND RECLASSIFICATION OF LODGERS' TAX FUNDS

WHEREAS, the Lodgers' Tax Advisory Board met on January 13, 2016 and recommended forwarding the following lodger's tax request and reclassification requests to the Commission;

	Amount Requested	Amount Funded	Shall Fund	Shall Not Fund
Permian Basin USSSA (Additional Request)	\$ 30,000.00	_____	_____	_____
Lea County Commission For the Arts – (Reclassification To "Black History Month")	\$ 5,000.00	_____	_____	_____
City of Hobbs (Taylor Ranch Advertising/ Promotion Reclassification)				
NMML Conference Advertising/Promotion	\$175,000.00	_____	_____	_____
Rockwind Community Links Advertising/ Promotion	\$132,559.10	_____	_____	_____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to allocate and reclassify Lodgers' Tax Funds in the total amounts as specified herein.

PASSED, ADOPTED AND APPROVED this 19th day of January, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS LODGERS' TAX REPORT

December 31, 20.

RECEIPTS 239999-

EXPENDITURES

Quarter 12-31-2015

Month	Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	NET CHANGE	
								For Month	YTD
00-2001 YTD	3,881,876.00	150,960.40	1,567.40	152,527.80	44,500.00	79,182.45	123,682.45		
01-2002 YTD	4,486,604.34	134,598.13	1,759.24	136,357.37	44,500.00	76,507.47	121,007.47		
02-2003 YTD	4,337,544.67	130,126.34	1,733.50	131,859.84	44,500.00	58,475.14	102,975.14		
03-2004 YTD	5,032,013.33	150,960.40	1,567.40	152,527.80	44,500.00	79,182.45	123,682.45		
04-2005 YTD	6,881,489.14	259,741.11	2,703.68	262,444.79	44,500.00	119,322.29	163,822.29		
05-2006 YTD	9,168,023.00	458,401.15	13,295.11	471,696.26	44,500.00	87,382.34	131,882.34		
06-2007 YTD	12,523,103.60	626,155.18	38,816.50	664,971.68	44,500.00	283,692.67	328,192.67		
07-2008 YTD	14,681,376.80	734,068.84	48,660.33	782,929.17	44,500.00	598,802.53	643,302.53		
08-2009 YTD	17,389,870.80	869,493.54	21,011.65	890,505.19	44,472.10	1,372,700.41	1,417,172.51		
09-2010 YTD	13,365,242.00	668,262.10	1,740.59	670,002.69	40,651.89	523,316.48	563,968.37		
06/30/13	1,095,377.31	1,587,309.96	1,888.74	1,589,198.70		1,624,942.61	1,624,942.61		
06/30/2014	1,046,187.97	1,522,951.39	1,188.11	1,524,139.50		1,573,328.84	1,573,328.84		
July 2014	3,159,550.20	157,977.51	166.68	158,144.19		12,189.63	12,189.63	145,954.56	145,954.56
August 2014	2,849,733.20	142,486.66	117.90	142,604.56		47,966.80	47,966.80	240,592.32	1,286,780.29
September 2014	3,539,271.40	176,963.57	116.90	177,080.47		290,400.26	290,400.26	(113,319.79)	1,173,460.50
October 2014	3,512,479.60	175,623.98		175,623.98		146,226.29	146,226.29	156,232.86	1,329,693.36
November 2014	2,955,754.40	147,787.72	209.71	147,997.43		35,419.72	35,419.72	112,577.71	1,442,271.07
December 2014	3,656,135.80	182,806.79	185.17	182,991.96		361,308.53	361,308.53	(178,316.57)	1,263,954.50
SUBTOTAL	19,672,924.60	983,646.23	796.36	984,442.59	0.00	766,676.06	766,676.06		
January 2015	3,560,372.60	178,018.63	141.48	178,160.11		58,903.18	58,903.18	119,256.93	1,383,211.43
February 2015	2,989,102.20	149,455.11	170.66	149,625.77		107,324.31	107,324.31	42,301.46	1,425,512.89
March 2015	3,388,411.80	169,420.59	154.17	169,574.76		93,121.38	93,121.38	76,453.98	1,501,966.27
April 2015	2,947,497.20	147,374.86	155.71	147,530.57		146,226.29	146,226.29	1,304.28	1,503,270.55
May 2015	2,504,198.80	125,209.94	179.59	125,389.53		285,011.65	285,011.65	(159,622.12)	1,343,648.43
June 2015	2,639,262.20	131,963.11	171.83	132,134.94		762,239.51	762,239.51	(630,104.57)	713,543.86
SUBTOTAL	18,028,844.80	901,442.24	973.44	902,415.68	0.00	1,452,826.32	1,452,826.32		
06/30/15	713,543.86	1,885,088.47	1,769.80	1,886,858.27		2,219,502.38	2,219,502.38		
July 2015	2,900,131.40	145,006.57	96.18	145,127.55		8,042.29	8,042.29	137,060.46	850,604.32
August 2015	2,529,784.20	126,489.21	111.19	126,600.40		144,675.09	144,675.09	(18,074.69)	832,529.63
September 2015	2,295,191.20	114,759.56	91.70	114,851.26		156,289.41	156,289.41	(41,438.15)	791,091.48
October 2015	2,048,496.80	102,424.84	125.40	102,550.24		89,784.47	89,784.47	12,765.77	803,857.25
November 2015	1,963,598.60	98,179.93	90.85	98,270.78		67,821.32	67,821.32	30,449.46	834,306.71
December 2015	1,934,861.20	96,743.06	515.32	97,258.38		559,250.02	559,250.02	(462,506.96)	371,799.75
SUBTOTAL	13,672,063.40	683,603.17	515.32	684,118.49	0.00	1,025,862.60	1,025,862.60		
January 2016	0.00	0.00	0.00	0.00		0.00	0.00	-	371,799.75
February 2016	0.00	0.00	0.00	0.00		0.00	0.00	-	371,799.75
March 2016	0.00	0.00	0.00	0.00		0.00	0.00	-	371,799.75
April 2016	0.00	0.00	0.00	0.00		0.00	0.00	-	371,799.75
May 2016	0.00	0.00	0.00	0.00		0.00	0.00	-	371,799.75
June 2016	0.00	0.00	0.00	0.00		0.00	0.00	-	371,799.75
SUBTOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	371,799.75
CASH BALANCE	12/31/15	371,799.75	683,603.17	515.32	684,118.49		1,025,862.60		

CITY OF HOBBS LODGERS' TAX PROGRAM						
12/31/2015						
	AWARD					
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT	CATEGORY
12/31/2015	CASH BALANCE				371,799.75	
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						182,018.14
16-1	AFRICAN AMERICAN CHAMBER OF COMMERCE	4/20/2015	19,250.00	19,250.00	0.00	NP
16-2	COMMUNITY PLAYERS OF HOBBS - 2016	4/20/2015	17,900.00	0.00	17,900.00	NP
16-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/20/2015	16,600.00	0.00	16,600.00	NP
16-4	HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	4/20/2015	23,500.00	0.00	23,500.00	NP
16-5	HISPANO CHAMBER OF COMMERCE - FIESTA DE SEPTIEMBRE	4/20/2015	26,000.00	22,218.54	3,781.46	NP
16-6	LEA COUNTY COMMISSION OF THE ARTS	4/20/2015	29,500.00	14,111.30	15,388.70	NP
16-7	LEA COUNTY MUSEUM - 2016	4/20/2015	25,000.00	6,079.23	18,920.77	NP
16-8	LIGHT OF LEA COUNTY	4/20/2015	19,553.54	18,702.72	850.82	NP
16-9	SOUTHWEST SYMPHONY	4/20/2015	79,770.00	66,039.59	13,730.41	NP
16-10	HOBBS USSSA (17 EVENTS)	4/20/2015	93,000.00	67,784.47	25,215.53	NP
16-11	WESTERN HERITAGE MUSEUM COMPLEX - 2016	4/20/2015	50,000.00	0.00	50,000.00	NP
16-12	CYCLE CITY PROMOTIONS	4/20/2015	50,000.00	50,000.00	0.00	P
16-13	UNITED WAY CHILI FEST	4/20/2015	9,500.00	8,673.43	826.57	NP
16-22	575 ROLLER BABES - 2016	4/8/2015	3,500.00	2,629.64	870.36	NP
16-23	JUNETEENTH 2015	4/8/2015	7,383.00	7,057.00	326.00	NP
16-24	HOBBS KENNEL CLUB - 2016	4/8/2015	2,500.00	0.00	2,500.00	NP
16-25	HOBBS JAYCEES COMMUNITY FUND, (CITY MGR APPROVED)	9/21/2015	8,150.00	8,000.00	150.00	NP
16-26	TUFF HEDEMAN	07/8/2015	20,000.00	0.00	20,000.00	P
	TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES		501,108.54	290,545.92	210,560.62	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				136,823.70	
	Cash Available for Allocation				<u>108,281.22</u>	
Beginning Cash Available for Local Government (City and County) (40%)						418,336.32
15-15	LEA COUNTY EVENT CENTER	4/21/2014	175,000.00	154,214.40	20,785.60	LOCAL GOV
16-21	LEA COUNTY EVENT CENTER - 2016	4/20/2015	150,000.00	0.00	150,000.00	LOCAL GOV
16-22	LEA COUNTY FAIR AND RODEO - 2016	4/20/2015	150,000.00	150,000.00	0.00	LOCAL GOV
15-19	CITY OF HOBBS ROCKWIND GOLF COURSE MARKETING	4/21/2014	504,314.44	421,859.02	82,455.42	LOCAL GOV*
15-20	CITY OF HOBBS PUBLIC TRANSPORTATION TAXI	4/21/2014	0.00	0.00	0.00	LOCAL GOV
16-18	CITY OF HOBBS NATIONAL FASTPITCH ASSOCIATION	4/20/2015	17,400.00	11,533.48	5,866.52	LOCAL GOV
16-19	CITY OF HOBBS TAYLOR RANCH PROJECT	4/20/2015	407,559.10	0.00	407,559.10	LOCAL GOV
16-20	CITY OF HOBBS SLAM AND JAM 2016	4/20/2015	100,000.00	0.00	100,000.00	LOCAL GOV
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		1,504,273.54	737,606.90	766,666.64	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				273,647.40	
	Cash Available for Allocation				<u>(74,683.92)</u>	
Beginning Cash Available for Fire, EMS, Sanitation (15%)						0.00
	CITY OF HOBBS - FIRE AND POLICE SUBSIDY 2016		102,617.77	102,617.77	0.00	
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		385,646.51	385,646.51	0.00	
Beginning Cash Available for Airline subsidy (25%)						190,646.32
	EDC - 2015 AIRLINE SUBSIDY	4/21/2014	500,000.00	500,000.00	0.00	A/L
	EDC - 2015 MARKETING	4/21/2014	107,000.00	107,000.00	0.00	A/L
	EDC-2016 AIRLINE SUBSIDY	4/20/2015	500,000.00	349,590.00	150,410.00	A/L
	EDC-2016 MARKETING	4/20/2015	107,000.00	42,708.25	64,291.75	A/L
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY		1,214,000.00	999,298.25	214,701.75	
Add:	25% Monthly Tax Revenue				171,029.62	
	Cash Available for Allocation				<u>146,974.19</u>	

Permian Basin USSSA

“Host Three USSSA Youth Baseball Tournaments”



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2015 - 06/30/2016

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

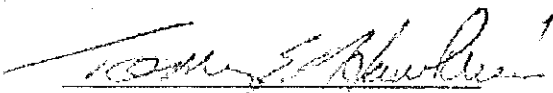
1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

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Professional Performance Fees	Administrative Office Overhead
Advertising/Promotion	Website Costs
Sanitation	Real Property
Public Safety	Tangible Property

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax annual funding must be received by March 13, 2015. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
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6. In addition to the above listed criteria, organizations requesting funding must provide - where applicable - the following information:
 - Proof of non-profit status and copy of last years IRS form 990
 - Proof of agency good standing with the NM Corporation Commission
 - Proof of Workers-Comp Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.


 Representative: Tommy Hawkins

Permian Basin USSSA
 Name of Organization

Jan. 5, 2015
 Date

Received at City Hall: _____
 (date and time)

Request for Lodgers' Tax Assistance

Organization Permian Basin USSSA
 Name of Contact Tommy Hawkins
 Address 4487 Hackberry Ct.
 City, State Zip Midland TX 79707
 Phone#/Fax# 432-520-9100/432-557-3229
 email tommy.hawkins@wtusssa.com

Jan. 30/31,2016 Feb. 27/28, 2016 April 9/10,2016

Event 1 Event 2 Event 3
 Income \$17,000
 40 teams @ \$425.00 entry fee \$17,000
 Gate Fee \$4,000
 60 teams @ \$425.00 entry fee \$25,500
 Gate Fee \$6,000

Total Income (non-lodgers tax) \$31,500 \$21,000 \$21,000

Expense	Event 1	Event 2	Event 4
Cost of Umpires	\$6,000	\$8,900	\$6,000
Cost of Site Directors	\$2,000	\$2,000	2,000
Staff checkin/internet	\$1,500	\$1,500	1,500
Tournament Directors	\$2,000	\$2,000	2,000
Umpire Lodging	\$3,000	\$4,000	3,000
Umpire Food	\$800	\$900	\$800
Baseballs	\$560	\$840	\$560
Insurance	\$450	\$650	\$450
Golf Cart Rental	\$300	\$300	\$300
Fees to City	\$2,000	\$3,000	\$2,000
Sanction Fees	\$5,000	\$7,000	\$5,000
Trash & Field work	\$800	\$800	\$800
Promotional gifts to players	\$5,000	<u>\$7,000</u>	\$5,000
Promotional gifts to coaches & team Moms	\$2,000	\$3,000	\$2,000
Total Cost of Event	\$31,410	\$41,890	\$31,410
	(\$10,410)	(\$10,390)	(\$10,410)
Asking for Lodgers Tax Funds	\$10,000	\$10,000	\$10,000

Asking for Lodgers Tax Funds \$10,000 per event

2016 Hobbs Lodgers' Tax Funding Request

Permian Basin USSSA Baseball is requesting \$30,000 to fund three USSSA Youth Baseball tournaments. These are select baseball teams from 8 and under to 14 and under. The tournaments are Jan. 30/31 "See What You Got"; Feb. 27/28 Hobbs Slugfest; April 9/10 King of the Turf. All of the tournaments will be Global World Series Qualifiers.

In 2015 we hosted 4 USSSA Baseball events bringing in 202 teams from out of Hobbs. These four tournaments produced over 2000 room nights and over 8000 visitors. These tournaments put heads in beds that we can verify.

With the new turf fields Hobbs can be the center of youth baseball in the Permian Basin and beyond if the City of Hobbs wants it to.

Lea County Commission for the Arts

Reclassification of Funds
"Black History Month"



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2012 - 06/30/2013

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Advertising/Promotion	Website Costs
Sanitation	Real Property
Public Safety	Tangible Property

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3. All Requests for Proposal's (RFP's) for Lodgers' Tax annual funding must be received by March 1, 2012. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. When each event is completed, a report must be submitted to the City of Hobbs within sixty (60) days following the event which includes the number in attendance, the number of overnight stays and the actual revenue and expenditures. This follow-up report will be considered with future requests. Funds associated with the event that are not requested for reimbursement within 60 days after the event will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after 60 days.
6. In addition to the above listed criteria, organizations requesting funding must provide - where applicable - the following information:

- | |
|--|
| <ul style="list-style-type: none"> • Proof of non-profit status and copy of last years IRS form 990 • Proof of agency good standing with the NM Corporation Commission • Proof of Workers-Comp Coverage |
|--|

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Andrew Akufu
 Representative

Lea County Commission for the Arts
 Name of Organization

11/7/16
 date

Received at City Hall: _____
 (date and time)

Request for Lodgers' Tax Assistance

Contact Information

Organization Lea County Commission for the Arts
 Name of Contact Andrew Akufa
 Address 122 W Broadway
 City, State Zip Hobbs, NM 88240
 Phone#/Fax# (575) 397-2787
 email director.lcca@gmail.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Sponsorships		\$8800					\$8800
Sales							
Income	Donations	\$750					\$750.
	Prior Year Carryover						
	Other (please explain)						
Total Income		\$9550					\$9550
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						
Performance	Cost of Awards	\$1650					\$1650
	Building/Booth Rent						
	Advertising	\$400					\$400.
Expense	Printing & Mailing	\$550					\$550.
(non-	Print Media	\$1200					\$1200
lodgers tax)	Electronic Media	\$1200					\$1200
	Travel	\$1490					\$1490
	Miscellaneous (Please explain) Hotel	\$1000					\$1000.
	Sound	\$2000					\$2000.
Total Expense							\$9550

Lodgers Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	\$900	-	-	-	-	\$900.
Print Media	\$5400	-	-	-	-	\$5400
Electronic Media	\$3700	-	-	-	-	\$3700
Other	-	-	-	-	-	-
Total Cost of Event						\$10,000

Lodgers Tax Budget - Event Number 1

Event Information

Name of Event 2016 Black History Month Celebration
 Date 2/20/16
 Location Center for the Arts

Description

Cultural celebration of live music and dance

Expected Attendance 300 # of Overnighters 100

Is this an annual event? Yes Is this a new event? No

Printing

	Cost	Quantity		Cost	Quantity
Posters	\$900		Flyers		
Programs			Tickets	-\$900	

Mailings _____ Date of Mailing _____ \$900

Print Media

	Name	# of ads	Cost
Newspaper			-
			-
			-
	Name	# of ads	Cost
Magazine/Other	Lamar Billboard		\$5400
			-
			-

Electronic Media

	Name	# of spots	Cost
Radio	Townsquare Media (Midland)		\$2000
	Townsquare Media (Lubbock)		\$1700
			-
			-
			\$3700

	Name	# of spots	Cost
Television			-
			-
			-

Other Expense

	Name	#	Cost
Other			-
			-
			-
			-

Total Request for Event \$10,000

Reallocating \$5,000 from glassblowing workshop to Black Hist. Month Celebration (already awarded \$5,000)
 -A.A.

City of Hobbs

Reclassification of Funds
“NMML 2016 Annual Conference”



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2015 - 06/30/2016

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

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Public Safety	Tangible Property

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6. In addition to the above listed criteria, organizations requesting funding must provide - where applicable - the following information:

- | |
|--|
| <ul style="list-style-type: none"> • Proof of non-profit status and copy of last years IRS form 990 • Proof of agency good standing with the NM Corporation Commission • Proof of Workers-Comp Coverage |
|--|

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

J.J. Murphy

 Representative

City of Hobbs, New Mexico

 Name of Organization

1/6/2016

 date

Received at City Hall: _____
 (date and time)

**Request for Lodgers' Tax Assistance
Contact Information**

Organization	City of Hobbs, New Mexico
Name of Contact	J.J. Murphy
Address	200 E. Broadway
City, State Zip	Hobbs, New Mexico 88240
Phone#/Fax#	
email	

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	-	-	-	-	-	-
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Expense (non-lodgers tax)	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Miscellaneous (Please explain)						-
Total Expense	-	-	-	-	-	-	

Lodgers Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	175,000.00	-	-	-	-	175,000.00
Total Cost of Event	175,000.00	-	-	-	-	175,000.00

Lodgers Tax Budget - Event Number 1

Event Information

Name of Event 2016 New Mexico Municipal League Conference
 Date August 31 - September 2, 2016
 Location Lea County Event Center
 Description The 2016 New Mexico Municipal League Conference will attract municipal government officials (Mayors, City Commissioners, City Managers, Department Heads, Fire & Police Chiefs, County Commissioners (to name a few) from all over New Mexico.

Expected Attendance 600/1000 # of Overnighters 600/1000

Is this an annual event? No Is this a new event? Yes

Printing

	Cost	Quantity		Cost	Quantity
Posters			Flyers		
Programs			Tickets		

Mailings _____ Date of Mailing _____

Print Media

	Name	# of ads	Cost
Newspaper			-
			-
			-

	Name	# of ads	Cost
Magazine/Other			-
			-
			-

Electronic Media

	Name	# of spots	Cost
Radio			-
			-
			-
			-

	Name	# of spots	Cost
Television			-
			-
			-

Other Expense

	Name	#	Cost
	Speaker Fees		100,000.00
Other	Entertainment/Sound/Lighting +		75,000.00
	Promotional Items		-
			-
			175,000.00

Total Request for Event 175,000.00

City of Hobbs

Reclassification of Funds
"Rockwind Community Links"



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2015 - 06/30/2016

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

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- | |
|--|
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|--|

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding. _____

 Doug McDaniel
 Representative

 City of Hobbs, Parks & Recreation
 Name of Organization

 1/6/2016
 date

Received at City Hall: _____
 (date and time)

**Request for Lodgers' Tax Assistance
Contact Information**

Organization	City of Hobbs Parks & Recreation
Name of Contact	Doug McDaniel
Address	200 E. Broadway
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	(575) 397-9291 Phone/(575) 391-9940 Fax
email	dmcdaniel@hobbsnm.org

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	-	-	-	-	-	-
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Expense (non-lodgers tax)	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Miscellaneous (Please explain)						-
Total Expense	-	-	-	-	-	-	-

Lodgers Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	12,000.00	-	-	-	-	12,000.00
Electronic Media	8,500.00	-	-	-	-	8,500.00
Other	112,059.10	-	-	-	-	112,059.10
Total Cost of Event	132,559.10	-	-	-	-	132,559.10

Lodgers Tax Budget - Event Number 1

Event Information

Name of Event Taylor Ranch Lodgers' Tax Reallocation for Rockwind Community Links Marketing

Date Beginning on January 20, 2016 (if approved)

Location Rockwind Community Links Golf Course

Description This request is to seek approval to reallocate Lodgers' Tax Funds that were previously approved for Taylor Ranch in the amount of \$407,559.00. The reallocated funds, if approved, would go toward the marketing and promotion of Rockwind Community Links which has been named as one of Golf Digest's Best New Courses for 2015. These funds would assist the City of Hobbs in the continued marketing, promotion and advertising for Rockwind Community Links to attract golfers from out of town to come to Hobbs and not only play our golf course but also spend nights in our hotels, eat in our restaurants and patronize our retail establishments.

Expected Attendance 30,000 Rounds # of Overnights TBA

Is this an annual event? No Is this a new event? No

Printing

	Cost	Quantity		Cost	Quantity
Posters			Flyers		
Programs			Tickets		

Mailings Date of Mailing -

Print Media

	Name	# of ads	Cost
Newspaper			-
			-
			-
	Name	# of ads	Cost
Magazine/Other	Print Ads in Various Magazines		12,000.00
			-
			-
			12,000.00

Electronic Media

	Name	# of spots	Cost
Radio			-
			-
			-
	Name	# of spots	Cost
Television	Television Commercials/Various Outlets		8,500.00
			-
			-
			8,500.00

Other Expense

	Name	#	Cost
Other	On-Course Strategies Marketing Firm Contract		20,000.00
	Use of Fred Couples Likeness on Billboards		25,000.00
	Billboard Advertising		29,500.00
	Miscellaneous Expenses		37,559.10
			-

Total Request for Event **132,559.10**

City of Hobbs

Event Summary
“Attendance at the National FastPitch Coaches Association Convention”



**City of Hobbs
Hobbs Parks & Recreation Department's
Summary of NFCA Convention Expenditures
Lodgers' Tax Funds**

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

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- | |
|--|
| <ul style="list-style-type: none"> • Proof of non-profit status and copy of last years IRS form 990 • Proof of agency good standing with the NM Corporation Commission • Proof of Workers-Comp Coverage |
|--|

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Doug McDaniel
Representative

City of Hobbs Parks & Recreation
Name of Organization

3/13/2015
date

Received at City Hall: _____
(date and time)

**Request for Lodgers' Tax Assistance
Contact Information**

Organization	City of Hobbs
Name of Contact	Doug McDaniel, Parks & Recreation Director
Address	200 E. Broadway
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	(575) 397-9291/(575) 391-9940
email	

Event Budget

		Event 1 (Approved)	Event 1 (Actual)			
Income	Sponsorships				-	
	Sales				-	
	Donations				-	
	Prior Year Carryover				-	
	Other (please explain)				-	
	Total Income	-	-	-	-	-
		Event 1	Event 1 (Actual)			
Expense (non-lodgers tax)	Cost of Sales Items				-	
	Drayage	-	2,627.24			
	Booth & Trade Show Fees	1,200.00	2,593.74			
	Advertising/Professional Photography		306.81			
	Printing & Mailing	3,700.00	1,751.97			
	Print Media				-	
	Electronic Media				-	
	Miscellaneous (Please explain)	Booth Display	9,000.00	3,172.38		
		Promotional Items	1,900.00	1,137.55		
		Giveaway Items	1,600.00	804.44		
Total Expense		17,400.00	12,394.13	-	-	

Lodgers Tax Budget Summary

	Event 1	Event 1 (Actual)		
Printing	3,700.00	1,751.97	-	
Print Media	-	-	-	-
Electronic Media	-	-	-	-
Other (Trade Booth Fees/Supplies/Promo Items)	13,700.00	10,642.16	-	
Total Cost of Event	17,400.00	12,394.13	-	-

Lodgers Tax Budget - Event Number 1

Event Information

Name of Event National Fastpitch Coaches Association Convention

Date December 2-5, 2015

Location Atlanta, GA

Description This request would fund the preparation, printing and purchase of marketing and promotional materials (brochures, posters, fliers, promotional items, giveaway items) to attend the National Fastpitch Softbal Coaches Association and promote the City of Hobbs and our artificial turf fields as Spring Break destinations for NJCAA, NAIA and NCAA Division II & III Softball Teams.

Expected Attendance 4-6 Teams # of Overnighters Teams + Parents

Is this an annual event? Not now Is this a new event? Could be

Printing

	Cost	Quantity		Cost	Quantity
Posters	600.00	4	Flyers	600.00	300
Programs	1,000.00	300	Tickets		600.00

Mailings 1,500.00 | 1 Date of Mailing 11/1/2015 1,500.00

Print Media

	Name	# of ads	Cost
Newspaper			-
			-
			-

	Name	# of ads	Cost
Magazine/Other			-
			-
			-

Electronic Media

	Name	# of spots	Cost
Radio			-
			-
			-
			-

	Name	# of spots	Cost
Television			-
			-
			-

Other Expense

	Name	#	Cost
Other	Booth Fee @ Convention	1	1,200.00
	Booth Displays/Equipment	1	9,000.00
	Promotional Items For Booth	200	1,900.00
	Give-away Items For Booth	400	1,600.00
			-
			13,700.00

Total Request for Event 17,400.00



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2016

SUBJECT: Resolution Reducing the Quantity of Voting Convenience Centers for the Regular Municipal Election on March 1, 2016, and Appointing Election Precinct Officials

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 13, 2016
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

Summary:

Pursuant to §3-8-19, N.M.S.A., 1978, the governing body shall appoint a precinct board for each polling place. Additionally, it is recommended that the total quantity of Voting Convenience Centers (VCC) be reduced from four to two for the reason that all positions are unopposed with the exception of District 3. A total of 16 individuals will be needed on election day for the 2 VCC locations and the Absentee Precinct. Each VCC will be comprised of 6 precinct workers and the Absentee Precinct will be comprised of 4 precinct workers.

Absentee voting begins on January 26, 2016, in the City Clerk's Office and continues through Friday, February 26, 2016.

Fiscal Impact:


Reviewed By: 
Finance Department

Election officials will be paid \$200.00 for election day services for a total of \$3,200.00 and funds are budgeted within Line Item 001-010131-42213 for this expenditure. Election officials work approximately 14 hours on election day.

Attachments:

Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the appointment of precinct officials; Second; Vote.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6400

A RESOLUTION APPOINTING ELECTION OFFICIALS
FOR THE REGULAR MUNICIPAL ELECTION ON MARCH 1, 2016,
AND REDUCING THE QUANTITY OF
VOTING CONVENIENCE CENTERS FOR THE ELECTION

WHEREAS, the City of Hobbs will hold a regular municipal election on March 1, 2016, to elect a Mayor at large and Commissioners from Districts 1, 2, 3, and pursuant to §3-8-19, N.M.S.A., the governing body shall appoint precinct officials for the regular election; and

WHEREAS, with the exception of District 3, all of the positions on the ballot are unopposed and, in the interest of reducing the overall costs of the election, it is recommended that the quantity of Voting Convenience Centers shall be reduced from four (4) to two (2).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following-named individuals be and are hereby appointed to serve as precinct officials for the regular municipal election to be held on March 1, 2016:

Precinct Board

Deana Aldrete
Beth A. Allen
Maria C. Ayala
Debra L. Beran
Joyce W. Bingham
Clara E. Bolen
Cynthia D. Calderon
Sondra L. Fuentes
Alma D. Garcia
Barbara W. Gilbert
Angie D. Herrera
Clemmie A. Johnson

Willis F. Johnson
Scharlotte A. Johnson
Jessica Marie Lopez
Marilyn Ruth Metcalfe
Alma Marie Mendoza
Jennifer M. Mota
Maria E. Pena
Mellisa Ramos
Sharon L. Rea
Carmelita R. Shoemake
Jared A. Sloan

BE IT FURTHER RESOLVED that the quantity of Voting Convenience Centers shall be reduced from four (4) to two (2) and the following locations are hereby designated as polling places for the conduct of the regular municipal election on March 1, 2016:

Voting Convenience Centers

City Hall Annex - 200 East Broadway
Hobbs Municipal Schools Training Facility - 2110 East Sanger

Early Voting Precinct - 200 East Broadway
Absentee Voting Precinct - 200 East Broadway

PASSED, ADOPTED AND APPROVED this 19th day of January, 2016.

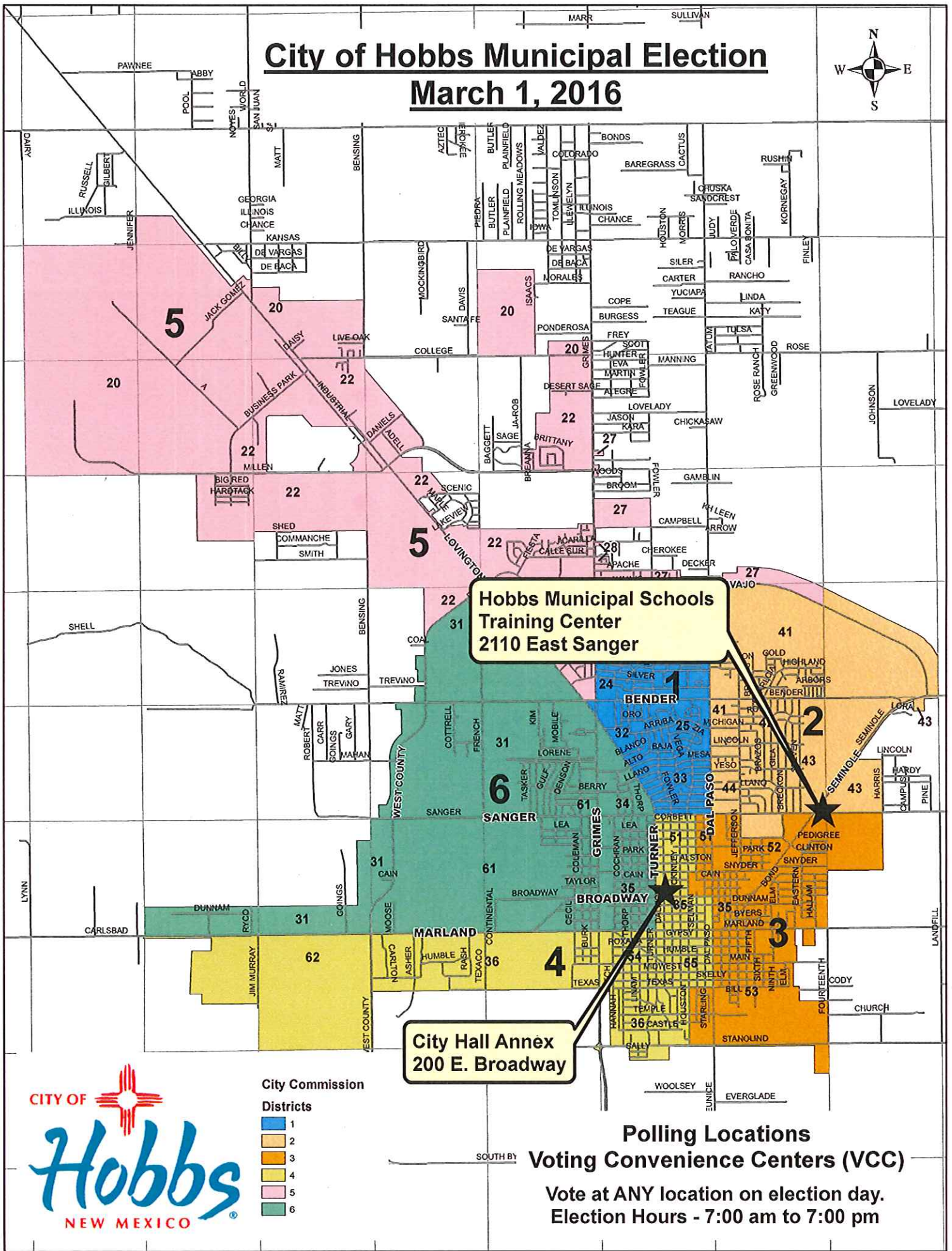
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs Municipal Election

March 1, 2016



**Hobbs Municipal Schools
Training Center
2110 East Sanger**

**City Hall Annex
200 E. Broadway**



- City Commission Districts**
- 1
 - 2
 - 3
 - 4
 - 5
 - 6

**Polling Locations
Voting Convenience Centers (VCC)**

**Vote at ANY location on election day.
Election Hours - 7:00 am to 7:00 pm**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19th, 2016

SUBJECT: APPROVE A RIGHT OF WAY AGREEMENT WITH SUERTE LAND GROUP, LLC CONCERNING THE ACCESS AGREEMENT AND CONSTRUCTION RESPONSIBILITIES OF NEW ROADWAY CROSSING.

DEPT. OF ORIGIN: Engineering / Planning
DATE SUBMITTED: 01-11-16
SUBMITTED BY: Todd Randall, City Engineer

Summary: This Right of Way Agreement clarifies access rights and construction obligation for Scenic Dr across the RR corridor. The City of Hobbs entered into a Development Agreement with Suerte for the HWLC property and Community Drainage Property, which defines the responsibilities for the costs associated with new Roadway and Railroad Crossing from the highway edge of pavement to the property line of Suerte. In addition, Suerte shall pay the City of Hobbs a onetime fee of \$300,000 for the RR License, once the roadway is constructed.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

- Budget Line Item:
 - (FUND 44 – PROJ No. 200) HWLC (INFR/UTIL) \$4M

The \$4M is associated with HWLC off-site improvements and includes the new roadway, at-grade railroad crossing, utilities and drainage improvements. Suerte is responsible for \$300,000 for the RR License Agreement and \$1,000,000 in fair share infrastructure costs upon development of property adjacent to the new roadway.

Attachments: Resolution, Right of Way Agreement

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Commission consideration for the approval of the Right of Way Agreement with Suerte Land Group, LLC.

Approved For Submittal By: _____

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6401

A RESOLUTION TO APPROVE A RIGHT-OF-WAY IMPROVEMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC AND THE CITY OF HOBBS CONCERNING THE ACCESS AGREEMENT AND CONSTRUCTION RESPONSIBILITIES OF NEW ROADWAY CROSSING.

WHEREAS, the "City" entered into a Real Estate Purchase Agreement as approved by "City" Resolution No. 5261 and dated the 2nd day of March, 2008 and;

WHEREAS, Grantor "Suerte", granted to Grantee "City", surface title to that certain property described in Resolution No. 5261 by Warranty Deed, filed of record on the 12th day of March, 2009 in Book 1622, Page 270 of the Real Property records of Lea County, New Mexico, "Deed", establishing certain construction cost obligations upon "Suerte" and;

WHEREAS, "City" and "Suerte" entered into a Developer Agreement as amended and approved by "City" Resolution No. 6353 and dated the 21st day of September, 2015 which specified that those certain construction costs obligations referenced within the "Deed" would be the responsibility of "City" and;

WHEREAS, "City" has granted to the Public an Access Easement and Right-of-Way "Easement" as approved by "City" and filed of record on the 2nd day of November, 2015 in Book 1989, Page 904, of the real property records of Lea County, New Mexico on, over and across a portion of the property described within Resolution No. 5261.

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

1. The City of Hobbs hereby approves the Right of Way Improvement Agreement, which is attached hereto and made a part of this Resolution as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. Resolution No. 6353, is recognized as the governing document for the establishment of the obligations relating to construction costs within the Right-of-Way granted by the "Easement". Thus, the financial obligation burden imposed upon "Suerte" by the "Deed" has been released by Resolution No. 6353.2.
3. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 19^h day of January, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

RIGHT-OF-WAY IMPROVEMENT AGREEMENT

This Right-of-Way Improvement Agreement ("Agreement") entered into this 19th day of January, 2016 by and between The Suerte Land Group, LLC, a New Mexico limited liability company, ("Suerte") and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, ("City"), the Parties:

RECITALS:

WHEREAS, the "City" entered into a Real Estate Purchase Agreement as approved by "City" Resolution No. 5261 and dated the 2nd day of March, 2008 and;

WHEREAS, Grantor "Suerte", granted to Grantee "City", surface title to that certain property described in Resolution No. 5261 by Warranty Deed, filed of record on the 12th day of March, 2009 in Book 1622, Page 270 of the Real Property records of Lea County, New Mexico, "Deed", establishing certain construction cost obligations upon "Suerte" and;

WHEREAS, "City" and "Suerte" entered into a Developer Agreement as amended and approved by "City" Resolution No. 6353 and dated the 21st day of September, 2015 which specified that those certain construction costs obligations referenced within the "Deed" would be the responsibility of "City" and;

WHEREAS, "City" has granted to the Public an Access Easement and Right-of-Way "Easement" as approved by "City" and filed of record on the 2nd day of November, 2015 in Book 1989, Page 904, of the real property records of Lea County, New Mexico on, over and across a portion of the property described within Resolution No. 5261,

NOW, THEREFORE, the following is agreed by "City" and "Suerte":

Resolution No. 6353, is recognized as the governing document for the establishment of the obligations relating to construction costs within the Right-of-Way granted by the "Easement". Thus, the financial obligation burden imposed upon "Suerte" by the "Deed" has been released by Resolution No. 6353.

IN WITNESS WHEREOF the Parties approve as of the date first written above.

EXECUTED and EFFECTIVE as of the 19th day of January, 2016.

**THE SUERTE LAND GROUP, LLC,
a New Mexico limited liability
company**

By:

Name: Johnny D. Cope
Title: Co-Manager

By:

Name: Jane E. McVey
Title: Co-Manager

**CITY OF HOBBS, NEW MEXICO
a New Mexico Municipal Corporation**
By:

Name: Sam D. Cobb
Title: Mayor

ACKNOWLEDGEMENTS

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ day of _____. 2016 by Johnny D. Cope, Co-Manager of The Suerte Land Group, LLC, a New Mexico limited liability company, on behalf of said company.

Notary Public

My commission expires: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ day of _____. 2016 by Jane E. McVey, Co-Manager of The Suerte Land Group, LLC, a New Mexico limited liability company, on behalf of said company.

Notary Public

My commission expires: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ day of _____. 2016 by Sam D. Cobb, Mayor of The City of Hobbs, Hobbs, New Mexico a New Mexico Municipal Corporation, on behalf of the city.

Notary Public

My commission expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19th, 2016

SUBJECT: SCENIC DRIVE IMPROVEMENTS FOR HWLC

DEPT. OF ORIGIN: Engineering
DATE SUBMITTED: 01-11-16
SUBMITTED BY: Todd Randall, City Engineer

Summary: The City of Hobbs entered into a Development Agreement with Suerte Land Group, LLC concerning the installation of public infrastructure upon the developer's property in exchange for the fee simple transfer of 13+ acres for the Health Wellness and Learning Center (HWLC) Site and 12+ acres for the Community Drainage Property.

This work is for the development of Scenic Drive from SR 18 to the Suerte Property line. The paving work will be performed under the Annual Concrete/Paving Agreement with Ramirez and Son's. Separately, the City of Hobbs is contracting with Texas-New Mexico Rail for the RR upgrades for the new crossing.

This roadway will serve as a secondary access to the HWLC and ultimately tie back into Millen, which there will be assessment up to \$1M for future development along the corridor. In addition, upon final construction of the Scenic Dr and RR crossing improvements, Suerte Land Group, LLC will pay to the City of Hobbs \$300,000 for the RR Crossing License that the City of Hobbs purchased in the Master Railroad Agreement. This represents 1 of 4 RR Crossing License Agreements.

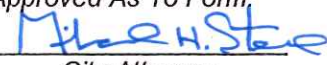
Fiscal Impact:

Reviewed By: 
Finance Department

Budget Available: \$4M
Fund 44 – Proj. 200 (HWLC – Offsite Improvements)
Ramirez WO: \$109,812.33
TNMR: \$100,000 (RR Crossing Improvements)
TNMR: \$250,000 (RR Crossing Signal Flashers & Gates)

Attachments: Location Map, Ramirez & Son's, Inc cost breakdown

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Consider and Approve Ramirez Work Order for the Scenic Drive Improvements

Approved For Submittal By:

Department Director

City Manager

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

Scenic Drive (RR right of way area)
 City of Hobbs, New Mexico
 Lovington Hwy. to RR ROW

Quantities for Task Order, under Ramirez Annual Agreement

Item	Description	Units	Est. Qty.	Unit Price	Amount
207002	Subgrade Preparation (1001-5000 SY)	SY	1,650	\$ 1.15	\$ 1,897.50
303002	State Base Course, delivered to site and installed (101-500 tons) (8" Base Course (Roadway) & 4" Base Course (Median areas, left 2" below top of curb)) (Used 130 lbs./CF for calculating)	TONS	500	\$ 17.00	\$ 8,500.00
408001	Prime Coat (0-2000 SY)	SY	1,200	\$ 0.65	\$ 780.00
423276	3" Hot-Mix Asphalt, SP-IV, complete in place (1001-5000 SY)	SY	1,200	\$ 15.14	\$ 18,168.00
601000	Removal of structures & obstructions, Lump Sum negotiated at time of task order (This task order remove 3 trees)	LS	1	\$ 900.00	\$ 900.00
601121	Removal of 4" concrete sidewalk/ramps (This task order remove existing walking trail as shown)	SY	110	\$ 2.50	\$ 275.00
608000	Furnish and install Cast Iron Detectable Warning Surface	SF	32	\$ 44.00	\$ 1,408.00
608004	Concrete Sidewalk 4", complete in place (101-250 SY)	SY	175	\$ 40.00	\$ 7,000.00
609425	Concrete Barrier Curb & Gutter, Type A, 6" x24" complete in place (101 - 500 L.F.)	LF	500	\$ 16.50	\$ 8,250.00
702800	Traffic Control Plan, Lump Sum negotiated at time of task order	LS	1	\$3,500.00	\$ 3,500.00
801000	Construction Staking by the Contractor, Control Points provided by the City of Hobbs, negotiated at time of task order	LS	1	\$1,250.00	\$ 1,250.00
424004	4" PVC Conduits as shown on plans (extending a minimum of 2' beyond sidewalk or other concrete items).	LF	600	\$ 20.45	\$ 12,270.00
608200	Concrete Walking Trail 8", including reinforcement, complete in place	SY	110	\$ 56.00	\$ 6,160.00
609224	Concrete Ribbon Curb (24" wide), complete in place	LF	150	\$ 23.00	\$ 3,450.00
915601	Concrete Trench grate, including grates as per details. (Grates to extend from Sidewalk to Sidewalk a total length of 74 lf, with box length totalling 97 LF).	LS	1	\$ 29,000.00	\$ 29,000.00

SUBTOTAL

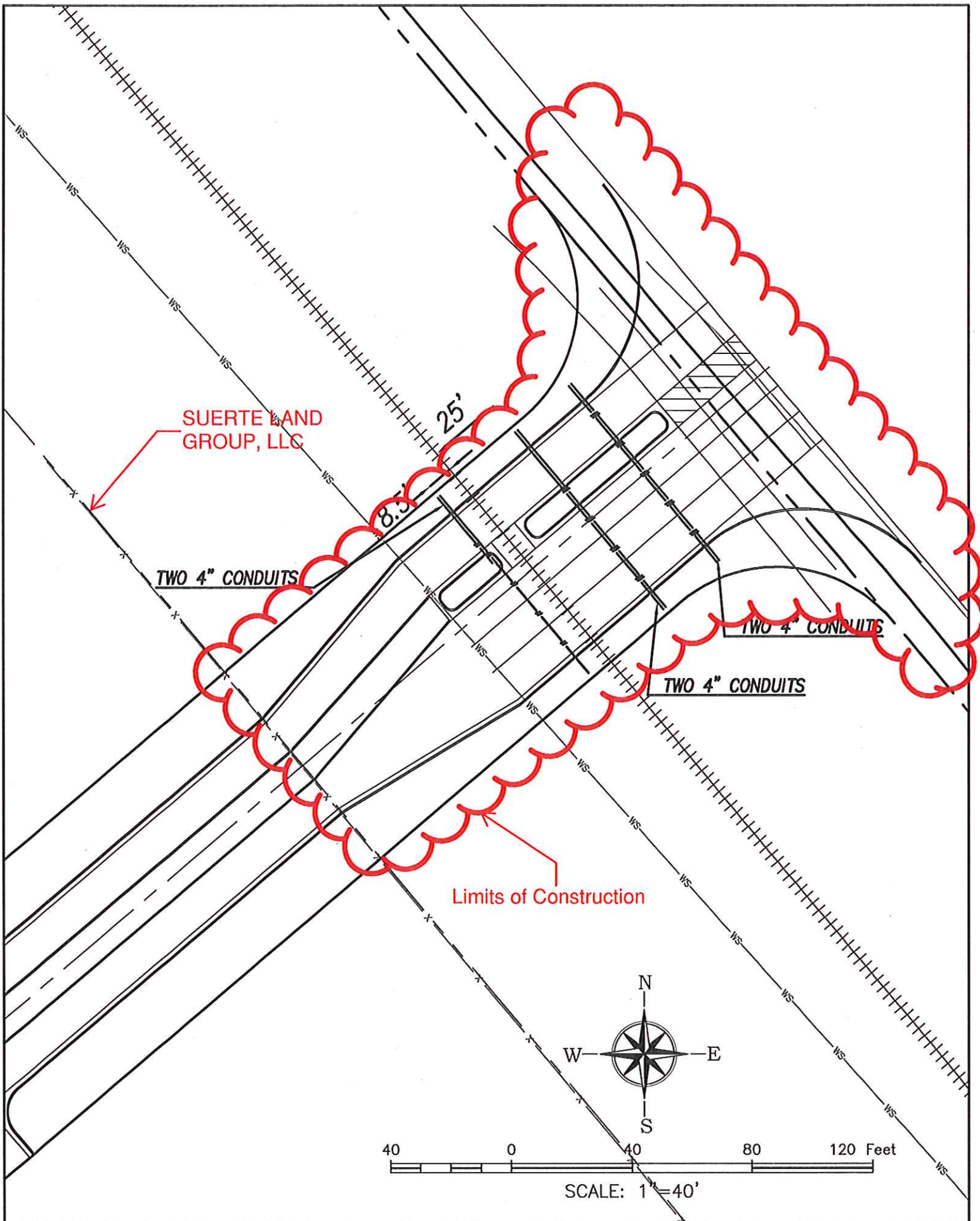
\$ 102,808.50

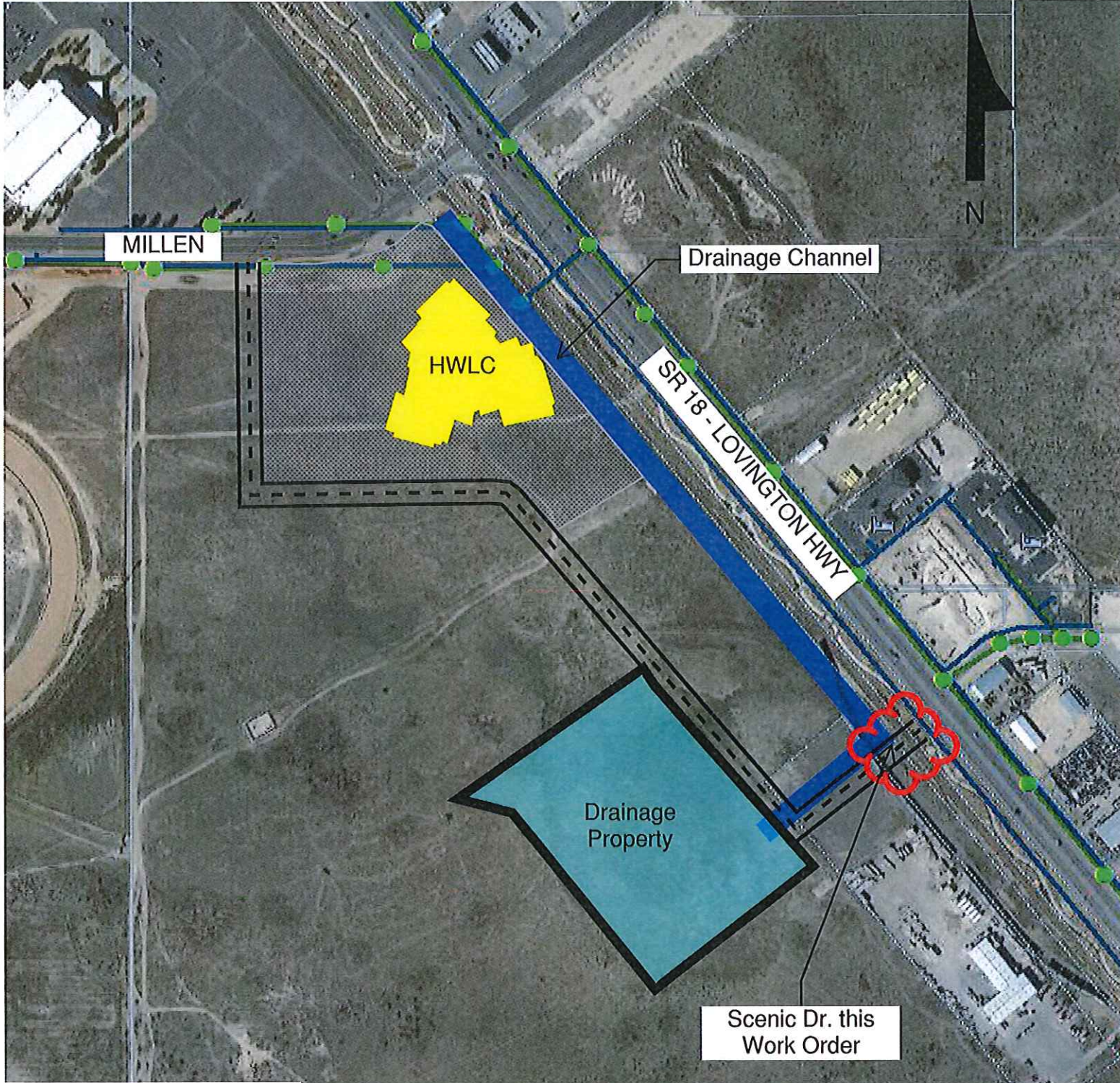
ESTIMATED NMGR (6.8125%)

\$ 7,003.83

TOTAL CONSTRUCTION COST FOR TASK ORDER

\$ 109,812.33





CITY OF 
Hobbs
NEW MEXICO

LOCATION MAP



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2016

SUBJECT: RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY AND SINGLE FAMILY UNIT PRODUCTION MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE PROGRAM FOR CALENDAR YEAR 2016.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 11, 2016
SUBMITTED BY: JJ Murphy - City Manager

Summary: The Market Rate Multi-family & Single family Unit Production Incentive Program, as presented herein, is based upon past Development Agreements approved by the Commission, and reflect those tenants within past DA's that Staff feels were deemed desirable by the Commission.

RFP #440-11 was published on November 10, 2011 advertising to the Development Community the Municipalities need for Multi-Family housing. The first Development Agreement in response to RFP #440-11 was approved on February 21, 2012 and subsequently a total of \$3,872,886.06 has been appropriated towards Development Agreements incentivizing the production of Market Rate Housing valued at approximately \$91,774,551.00 (incentive = 4.22% +/- of total value) by participating in the installation of Municipal infrastructure. When all amounts allocated above are fully disbursed the community will have added 997 new Multi-family Housing Units.

RFP #443-12 incentivizing the production of Market Rate Single Family housing was published on June 5, 2012. The Commission has appropriated \$3,535,805.00 towards Development Agreements to produce 367 units of this type of housing actual disbursements have totaled \$1,911,870.62 producing 199 units of new single family housing

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Approval of this resolution and adoption of this incentive program will cause the City to potentially incur a maximum expense of \$1,000,000.00 for Market Rate Multi-family and Single Family unit production within the 2016 calendar year. The above amount will be budgeted in the FY2017 preliminary budget in March of 2016. Individual Development Agreements will be presented to the Commission for consideration in order to encumber expenses.

Attachments: Resolution, Incentive Programs.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends consideration of the Resolution to approve the Incentive Program attached hereto.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6402

A RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY AND SINGLE FAMILY UNIT PRODUCTION MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE PROGRAM FOR CALENDAR YEAR 2016.

WHEREAS, the City of Hobbs recognizes the need for an adequate supply of market rate rental and single family housing units; and

WHEREAS, the City of Hobbs also recognizes the negative impacts that an inadequate supply of market rate rental and single family housing units has on the local and regional economy; and

WHEREAS, the City of Hobbs finds that the production of market rate rental and single family housing units is in the best interest of the Municipality.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves and adopts the market rate multi-family and single family unit production municipal infrastructure reimbursement incentive program for calendar year 2016, as attached hereto and made part of this resolution.

PASSED, ADOPTED AND APPROVED this 18th day of January, 2016

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

2016 - Market Rate Multi-Family & Single Family Unit Production

Municipal Infrastructure Reimbursement - Incentive Program

Program Highlights:

1. **Yearly Program Budget:** City Commission will determine funding levels for this program and may increase or decrease levels from time to time.
2. **Development Agreement:** Each encumbrance to the budget will be supported by a Commission approved Development Agreement.
3. **Incentives** are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2016 are eligible through 12/31/2016.
 - a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
 - b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
 - c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. **Water** (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer** (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street** (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk**:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;
4. **Development Agreement:** Incentive not to exceed \$200,000.00 per Development Agreement. A Developer holding an active incentive DA shall be required to complete no less than 75% of the DA prior to being a party to a new Incentive Development Agreement. The term for any development agreement shall be limited to 12 months, unless otherwise approved by the City Commission.
5. **Time of Disbursement:** Funds to be disbursed after issuance of Certificate of Occupancies per unit.

**NOTE: Infrastructure proposed to be installed that is deemed to be oversized may require a separate Development Agreement approved by the Commission, outside of this program, as per the City of Hobbs Utility Service Policy Article III, B-6.*



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2016

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN WESTERN STATES DEVELOPMENT GROUP, LLC., YES HOUSING, INC. AND THE CITY OF HOBBS.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: January 11, 2016
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with Western States Development Group, LLC., YES Housing, INC. and the City of Hobbs concerning the projection of Jefferson and Glorietta. Municipal Code Title 16 requires municipal infrastructure be in place, or an approved agreement for the development thereof, prior to the approval of a summary subdivision.

The attached Development Agreement requires YES Housing, INC., as the sub-developer to pay to the City of Hobbs the costs associated with the projection of Jefferson to the northern property line of the proposed affordable senior housing lot prior to or concurrent with municipal approval of the summary subdivision.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

A budget adjustment of \$530,000.00 is required with the approval of this Development Agreement for the full cost of extending municipal infrastructure. Approximately, \$165,600.00 will be required from the sub-developer (YES Housing) prior to construction.

Attachments: Development Agreement and attachments.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends consideration of approval of the Development Agreement.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6403

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN WESTERN STATES DEVELOPMENT GROUP, LLC., YES HOUSING, INC. AND THE CITY OF HOBBS.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Western States Development Group, LLC. and YES Housing, INC. concerning the development of minor collectors adjacent to proposed development; and

WHEREAS, the aforementioned Development Agreement allows for the municipality to install the required municipal infrastructure and receive fair share reimbursement from developers, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 18th day of January, 2016.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**WESTERN STATES DEVELOPMENT GROUP, LLC
YES HOUSING, INC.
DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereinafter called the "City"); and Western States Development Group, LLC, a New Mexico limited liability company (hereinafter called "Developer") and YES Housing, Inc., a New Mexico non-profit corporation (hereinafter called "Sub-Developer").

RECITALS:

WHEREAS, "Developer" and "Sub-Developer" have proposed to construct the projection of North Jefferson from the existing terminus to the north property line of a proposed tract to be created for the development of Affordable Senior Housing. Said projection to contain municipal infrastructure to include sewer, minor collector roadway improvements, sidewalk, curb and gutter; and

WHEREAS, the projection of North Jefferson would also be required at the time of development for the Developers remaining property located north of the proposed tract and the municipality would be better served by the simultaneous installation of all required infrastructure to the intersection of Glorietta; and

WHEREAS, the municipality has identified a portion of the developers property located north of the intersection of Glorietta and the projection of North Jefferson for community purposes and the developer has agreed to dedicate same for community purposes. Therefore, it has been determined by City and agreed by Developer that the required infrastructure shall be installed to the intersection of Glorietta at the time of or simultaneously with the creation of the proposed tract for the development of Affordable Senior Housing.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Sub-Developer shall cause to be created a summary subdivision plat creating no more than two tracts and the right of way dedication of the projection of North Jefferson to the intersection of Glorietta. One tract shall be located northeast of the terminus of North Jefferson and be so configured as to serve the developer's purpose to site an Affordable Senior Housing development. One tract shall be located north of the intersection of Glorietta and the projection of North Jefferson and shall be of a mutually agreeable configuration to serve both the Developers and the Municipalities needs; said tract, the Municipal tract, shall be conveyed to the Municipality, by means of dedication, upon subdivision approval. The North Jefferson right of way dedication shall be that of a Minor Collector as required in the City of Hobbs Major Thoroughfare Plan extending from the existing terminus of North Jefferson to the intersection of Glorietta with a width of eighty feet (80' feet).
2. The Sub-Developer shall pay to the City, at time of summary subdivision plat approval, development costs for the projection of North Jefferson from the existing terminus to the northern property line of the newly created tract for Affordable Senior Housing at a rate of four hundred fourteen dollars (\$414.00) per linear foot.
3. The City shall design or cause to be designed construction plans for the projection of North Jefferson from the existing terminus to the intersection of Glorietta and to the north and east property lines of the Municipal tract to include sewer, minor collector roadway improvements, sidewalk, curb and gutter.
4. The City shall construct or cause to be constructed, municipal infrastructure improvements for the projection of North Jefferson from the existing terminus to the intersection of Glorietta and to the north and east property lines of the Municipal tract to include sewer, minor collector roadway improvements, sidewalk, curb and gutter.
5. The Developer shall pay or cause to be paid a fair share assessment, at a rate of two hundred seven dollars (\$207.00) per linear foot, for any future subdivisions or

development (s), upon developers remaining property, that occur adjacent to the projection of North Jefferson or Glorietta as developed under this agreement.

6. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

1. Pay for all costs for development of private property pursuant to City policies, associated with the payment of the fair share pro rata infrastructure improvements as stated in Item #5 of this Agreement.

B. The Sub-Developer shall:

1. Pay for all costs for creating a summary subdivision plat, fully compliant with Municipal Code Title 16 including the replat of the remaining Developer's property as necessitated by the creation of the summary subdivision plat herein envisioned.
2. Pay to the City, at time of summary subdivision plat approval, development costs for the projection of North Jefferson from the existing terminus to the northern property line of the newly created tract for the Affordable Senior Housing at a rate of four hundred fourteen dollars (\$414.00) per linear foot.

C. The City shall:

1. Design or cause to be designed construction plans for the projection of North Jefferson from the existing terminus to the north including the intersection with Glorietta and the extension of all improvements to the north and east property lines of the Municipal tract located north of Glorietta and east of Jefferson as referenced in Item #1 of this Agreement to include sewer, minor collector roadway improvements, sidewalk, curb and gutter.
2. Construct or cause to be constructed, municipal infrastructure improvements for the projection of North Jefferson from the existing terminus to the north including the intersection with Glorietta and the extension of all improvements to the north and east property lines of the Municipal tract located north of Glorietta and east of Jefferson as referenced in Item #1 of this Agreement to include sewer, minor collector roadway improvements, sidewalk, curb and gutter.

7. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, Attn: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – P O Box 94890, Lubbock, Texas 79493 and to Sub-Developer – 104 Roma NW, Albuquerque, NM 87102 or to such other address as requested by any party. Notice shall be deemed to be received on the fifth day following posting.
8. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.
9. This Agreement shall be subject to 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.
10. Representation of City.
 - A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.
 - B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.
11. Representation of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

12. Representation of Sub-Developer.

- A. Sub-Developer is a duly organized and existing New Mexico non-profit corporation under the laws of the State of New Mexico with full powers to enter, into this Agreement and to carry out the terms, conditions and provisions hereof.

13. BREACH

- A. The following events constitute a breach of this Agreement by Developer:
Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
- B. The following events constitute a breach of this Agreement by Sub-Developer:
Sub-Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
- C. The following events constitute a breach of this Agreement by City:
City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

14. REMEDIES UPON BREACH

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

15. GOVERNING LAWS.

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 enforcement.

16. TERMINATION.

This Agreement shall be terminated upon the completion of all installation and construction defined herein.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement among City, Developer and Sub-Developer and there are no other agreements or understandings, oral or otherwise, among the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER – Western States Development Group, LLC

Sam D. Cobb, Mayor

BY: Richard A. Lemmon
Its: Managing Partner

ATTEST:

SUB-DEVELOPER – YES HOUSING, INC.

Jan Fletcher, City Clerk

BY: Joseph Ortega
Its: Executive Vice President

Michael Stone, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2016

SUBJECT: CONSIDER APPROVING AGREEMENTS RECOMMENDING TOURNAMENT FEES AND REIMBURSEMENT FOR PORTABLE PITCHING MOUNDS WITH PERMAIN BASIN UNITED STATES SPORTS SPECIALITY ASSOCIATION (USSSA) BASEBALL, HOBBS USSSA GIRL'S FASTPITCH SOFTBALL AND HOBBS USSSA ADULT SLOWPITCH SOFTBALL.

DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: January 12, 2016
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex, it has been discussed with the above groups to partner in making additional improvements at this facility. The funds for doing so would be generated by charging fees, on a per-team basis, during tournaments that the above groups host. Previously, only a trash deposit has been collected which was returned provided all trash was picked up following the conclusion of the tournament/event.

City staff met on several occasions with representatives from the above groups and in consulting with these groups, it was found that a "one-fee-fits-all" approach would not work because of the variations in entry fees and number of games played/guaranteed between the various sports.

Representatives from the Permian Basin USSSA Baseball, Hobbs USSSA Girl's Fastpitch and Hobbs USSSA Adult Slowpitch Softball have agreed to the following tournament fees which will only apply to out of town teams (fees will not be assessed for teams from Hobbs):

\$50 per team for baseball teams at Permian Basin USSSA Baseball tournaments
\$35 per team for fastpitch softball teams at Hobbs USSSA Girls Fastpitch Softball tournaments
\$25 per team for slow pitch softball teams at Hobbs USSSA Adult Slowpitch Softball tournaments

In addition, Permian Basin USSSA will reimburse the City for 50% of the cost of ten (10) portable pitching mounds which were purchased prior to the 2015 season. These portable pitching mounds are used for both youth baseball tournaments and local league play. The total cost for these ten pitching mounds was \$26,986.33. Permian Basin USSSA has agreed to reimburse the City in the amount of \$13,493.16 with payments of \$4,497.72 due on September 1, 2015, September 1, 2016, and September 1, 2017. The payment due on September 1, 2015, has been previously received by the City.

The funds generated by collection of these tournament fees will be designated for making additional improvements at the Veterans Memorial Complex. These fees would have generated \$17,765 for all events held in 2015 by the above groups.

Fiscal Impact

Reviewed by: _____


Finance Department

It is anticipated that approximately \$20,000 in revenue will be generated through the various USSSA tournaments and collection of fees as proposed above.

Attachments: Agreements with Permian Basin USSSA Baseball, Hobbs USSSA Girl's Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball

Legal Review:

Approved As To Form:



City Attorney

Recommendation:

Staff recommends that the Commission consider approving agreements recommending tournament fees for Permian Basin USSSA Baseball, Hobbs USSSA Girl's Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES AND
PURCHASE OF PORTABLE PITCHING MOUNDS BETWEEN
PERMIAN BASIN UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the _____ day of _____, 20____, by and between the City of Hobbs (hereinafter "CITY") and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the purchase, usage, storage and maintenance of ten (10) portable pitching mounds to be used at CITY baseball fields for U.S.S.S.A. baseball tournaments and fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

DUTIES

I. CITY DUTIES – PORTABLE PITCHING MOUNDS

CITY will ensure the following obligations are met:

- A. CITY will purchase (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA, at a total cost, including shipping and handling, of \$26,986.33.
- B. CITY and LEAGUE will work together in good faith on storage of portable pitching mounds when they are not in use on baseball fields.
- C. CITY and LEAGUE will work together in good faith to remove portable pitching mounds at the end of each tournament and store the mounds.
- D. CITY and LEAGUE will work together in good faith to place and remove portable pitching mounds on baseball fields for tournament use.
- E. CITY and LEAGUE will work together in good faith to ensure that the portable pitching mounds are properly maintained and are free from any defects prior to use.

II. LEAGUE DUTIES – PORTABLE PITCHING MOUNDS

LEAGUE will ensure the following obligations are met.

- A. LEAGUE will use the portable pitching mounds for U.S.S.S.A. tournaments that take place in Hobbs. The portable pitching mounds are not to be used for any events that do not take place in the City of Hobbs.
- B. LEAGUE and CITY will provide portable pitching mounds for use with other baseball games and activities that are properly scheduled with the City of Hobbs Parks and Recreation Department.
- C. LEAGUE will be solely responsible for all costs to make any repairs or replace any parts on the portable pitching mounds.
- D. LEAGUE will give the CITY one week's notice of any tournaments or changes to the LEAGUE's schedule that may result in placing or removing the portable pitching mounds on any CITY fields.

III. COMPENSATION – PORTABLE PITCHING MOUNDS

- A. LEAGUE will reimburse the CITY for 50% of the total cost to purchase the ten (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA. The amount (50% of the total cost of \$26,986.33) that the LEAGUE is to reimburse the CITY totals: \$13,493.16.
- B. LEAGUE will submit payments to the CITY for the LEAGUE'S half of the purchase price of the portable mounds, as follows: 1/3 (\$4,497.72) due on September 1, 2015; 1/3 (\$4,497.72) due on September 1, 2016; 1/3 (\$4,497.72) due on September 1, 2017.

IV. COMPENSATION – TOURNAMENT FEES

- A. For hosting youth baseball tournaments on CITY fields, the LEAGUE will pay the CITY \$50 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity and Sanger Fields during the high school baseball and softball seasons. During the periods outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity and Sanger Fields. Outside groups may request the use of Varsity, Junior Varsity and Sanger Fields through the City of Hobbs Parks and Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. The Varsity Field will be scheduled for outside groups only as a last resort

The Hobbs Municipal Schools Junior Varsity Softball Team also has priority use of McNeil Field during their season.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and Permian Basin U.S.S.S.A. will maintain liability insurance or qualify as a self-insured entity, as required by law. Permian Basin U.S.S.S.A. shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect for a period of three years. Either side may terminate this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

SEVERABILITY

If any provision of this Memorandum of Understanding is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico. Any litigation concerning matters arising hereunder shall occur in the State District Court of Lea County, New Mexico, only.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

PERMIAN BASIN U.S.S.S.A.

BY: _____
Printed Name & Title

Signature

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
J.J. Murphy
City Manager

Date: _____

Approved as to Form:

By: _____
Michael H. Stone
City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES AND
PURCHASE OF PORTABLE PITCHING MOUNDS BETWEEN
HOBBS UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
GIRLS FASTPITCH AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the _____ day of _____, 20____, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) Girls Fastpitch (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

I. COMPENSATION – TOURNAMENT FEES

- A. For hosting girls fastpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$35 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity and Sanger Fields during the high school baseball and softball seasons. During the periods outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity and Sanger Fields. Outside groups may request the use of Varsity, Junior Varsity and Sanger Fields through the City of Hobbs Parks and Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. The Varsity Field will be scheduled for outside groups only as a last resort

The Hobbs Municipal Schools Junior Varsity Softball Team also has priority use of McNeil Field during their season.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and Hobbs U.S.S.S.A. Girls Fastpitch will maintain liability insurance or qualify as a self-insured entity, as required by law. Hobbs U.S.S.S.A. Girls

Fastpitch shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect for a period of three years. Either side may terminate this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

SEVERABILITY

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GOVERNING LAW

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EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

HOBBS U.S.S.S.A. GIRLS FASTPITCH

BY: _____
Printed Name & Title

Signature

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
J.J. Murphy
City Manager

Date: _____

Approved as to Form:

By: _____
Michael H. Stone
City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES AND
PURCHASE OF PORTABLE PITCHING MOUNDS BETWEEN
HOBBS UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
ADULT SLOWPITCH AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the _____ day of _____, 20____, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) Adult Slowpitch (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

I. COMPENSATION – TOURNAMENT FEES

- A. For hosting adult slowpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$25 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

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COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

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INSURANCE

Both the City of Hobbs and Hobbs U.S.S.S.A. Adult Slowpitch will maintain liability insurance or qualify as a self-insured entity, as required by law. Hobbs U.S.S.S.A. Adult

Slowpitch shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

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GOVERNING LAW

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EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

HOBBS U.S.S.S.A. ADULT SLOWPITCH

BY: _____
Printed Name & Title

Signature

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
J.J. Murphy
City Manager

Date: _____

Approved as to Form:

By: _____
Michael H. Stone
City Attorney

Date: _____