

# Commission Meeting Agenda



## ***Mayor***

Samuel D. Cobb

## **City Commission**

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

## ***Acting City Manager***

Manny Gomez

***April 16, 2018***



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

**Monday, April 16, 2018 - 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner - District 1

Christopher R. Mills  
Commissioner - District 2

Patricia A. Taylor  
Commissioner - District 3

Joseph D. Calderón  
Commissioner - District 4

Dwayne Penick  
Commissioner - District 5

Don R. Gerth  
Commissioner - District 6

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**A G E N D A**

*City Commission Meetings are  
Broadcast Live on KHBX FM 99.3 Radio  
and Available via Livestream at [www.hobbsnm.org](http://www.hobbsnm.org)*

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

*Minutes from the meetings of April 9, April 13 and April 16 will be submitted  
for approval on May 7, 2018.*

**PROCLAMATIONS AND AWARDS OF MERIT**

1. Proclamation Proclaiming the Week of April 9 - 15, 2018, as "National Public Safety Telecommunicators Week"

2. Recognition of Employee Milestone Service Awards for April, 2018:

- ▶ 5 years - Chantley Wilson, Utilities Department/Lab
- ▶ 5 years - Marina Barrientes, Hobbs Police Department
- ▶ 5 years - Scot Youngblood, Engineering Department
- ▶ 5 years - Michael Thomas, Hobbs Police Department
- ▶ 10 years - Jana McDaniel, General Services Department
- ▶ 15 years - Hugh Davis, Street Department
- ▶ 15 years - Randy Lawson, Utilities Department
- ▶ 25 years - Francisco Antillon, General Services Department
- ▶ 25 years - Dianna McCann, Environmental Department

**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. 6648 - Authorizing Revisions to the Lea County Communication Authority Radio Memorandum of Agreement to Include the New Mexico Junior College *(Police Chief Chris McCall)*
4. Resolution No. 6649 - Authorizing Appointments to the City of Hobbs Planning Board *(Mayor Sam Cobb)*

**DISCUSSION**

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

5. **FINAL ADOPTION:** Ordinance No. 1115 - Repealing and Amending Section 2.58 of the Hobbs Municipal Code Regarding the Number of City of Hobbs Employees *(Mike Stone, City Attorney)*
6. Resolution No. 6650 - Approving and Finalizing Facility Usage Fees, Group Discount Fees and Family Membership Fees at the CORE *(Doug McDaniel, Parks and Recreation Director; Catherine Vorrasi, CORE Facility Director)*

7. Consideration of Approval of RFP No. 499-18 for Janitorial Services for the CORE and Recommendation to Reject All Proposals (*Shelia Baker, Senior Staff Engineer*)
8. Resolution No. 6651 - Authorizing a Multiple Services Agreement with the Lea County Board of County Commissioners for FY 17-18 (*Mike Stone, City Attorney*)
9. Resolution No. 6652 - Authorizing an Allocation of Lodgers' Tax Funds to Fund Various Annual Events for FY 2019 (*Toby Spears, Finance Director*)

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

10. Next Meeting Dates:

- ▶ City Commission Regular Meeting  
**Monday, May 7, 2018**, at 6:00 p.m.
- ▶ City Commission Regular Meeting  
**Monday, May 21, 2018**, 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. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Lea County Communications Authority; and

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS**, the Public Safety Telecommunicators of the Lea County Communications Authority have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**NOW, THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of April 9 - 15, 2018, to be

### ***NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK***

in the City of Hobbs, New Mexico, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

**IN WITNESS, WHEREOF**, I have hereunto set my hand this 16<sup>th</sup> day of April, 2018, and cause the seal of the City of Hobbs to be affixed hereto.

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

ATTEST:

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





# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 16, 2018

SUBJECT: LCCA Radio MOA adjustment  
DEPT. OF ORIGIN: Police Department  
DATE SUBMITTED: April 11, 2018  
SUBMITTED BY: Chris McCall, Chief of Police

**Summary:** An adjustment to the existing radio MOA adding New Mexico Junior College to the agreement. NMJC will share costs at a 3% rate. The addition of the 3% from NMJC will be split in savings of 1.5% to the City of Hobbs and Lea County.

*This give NMJC the ability to have a talk group on the radio system.*

**Fiscal Impact:**

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

*[Signature]*  
Finance Department

1.5% savings to the City of Hobbs which is \$2,140.50

**Attachments:**

1. Proposed LCCA MOA with changes

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*[Signature]*  
City Attorney

**Recommendation:**

Staff recommends approving changes to the MOA allowing NMJC to join the radio system.

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. 6648

A RESOLUTION TO ADJUST THE MEMORANDUM OF AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF A  
P25 800 MHz RADIO SYSTEM BY ADDING  
NEW MEXICO JUNIOR COLLEGE TO THE AGREEMENT

WHEREAS, the current Memorandum of Agreement for the Operation and Maintenance of a P25 800 MHz Radio System (hereinafter "MOA") does not include the New Mexico Junior College (hereinafter "NMJC"); and

WHEREAS, adding NMJC to the MOA will give them the ability to have a talk group on the radio system; and

WHEREAS, an adjustment to the existing MOA adding NMJC to the MOA will require NMJC to share costs at a 3% rate; and

WHEREAS, the addition of the 3% from NMJC will be split in savings of 1.5% to the City of Hobbs and 1.5% to Lea County; and

WHEREAS, the 1.5% savings to the City of Hobbs will be \$2,140.50 annually;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate actions to effectuate changes to the current MOA allowing NMJC to join the radio system.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of April, 2018.

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

ATTEST:

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



**MEMORANDUM OF AGREEMENT  
FOR THE OPERATION AND MAINTENANCE  
OF AN  
P25 800 MHz RADIO SYSTEM**

**First Amendment**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
between the Lea County Communication Authority (hereinafter "LCCA") City of Hobbs,  
New Mexico, a municipal corporation (hereinafter "City of Hobbs") City of Lovington,  
New Mexico, a municipal corporation (hereinafter "City of Lovington") City of Jal, New  
Mexico, a Municipal corporation (hereinafter "City of Jal") City of Eunice, New Mexico, a  
municipal corporation (hereinafter "City of Eunice") City of Tatum, New Mexico, a  
municipal corporation (hereinafter "City of Tatum") **New Mexico Junior College**  
**(hereinafter "NMJC")** and Lea County, New Mexico (hereinafter "Lea County"); and

WHEREAS, the parties to this agreement are public agencies; and

WHEREAS, the purpose of this agreement is to operate and maintain a P25 800  
MHz radio system to more effectively and efficiently provide radio and communication  
services to the City of Hobbs, City of Lovington, City of Jal, City of Eunice, City of  
Tatum, **NMJC** and Lea County.

WHEREAS, it is necessary that the parties provide a method by which the  
purpose of this agreement can be accomplished and the manner in which any power  
will be exercised under this agreement; and

WHEREAS, the parties to this agreement are acting pursuant to the  
Memorandum of Agreement, §§ 11-1-1, et seq., NMSA 1978. NOW, THEREFORE, it  
is mutually agreed as follows:

1. **DESCRIPTION**

1.1 The Radio system has multiple sites in the 800 MHz and VHF radio systems. There will be two VIDA switches located at Lea County Communication Authority (LCCA) on College Lane Street in Hobbs and the other one which is a redundant switch at Hobbs Fire Station One. The VIDA Switch controls the system, its users and equipment for the entire system.

1.2 **Voice Interoperability Data Access (VIDA)**

The VIDA is the central switch that manages all the radio traffic between the sites, the consoles and the users. The switch maintenance is the mutually shared responsibility of all parties under section 7.2.2. Each Party agrees to cooperate and contract for the immediate repair of the VIDA if any portion of it should fail.

1.3 **Unified Administrator System (UAS)**

The Unified Administrator System is a computer that allows personnel to create and modify workgroups, individual radios and the sites. The UAS is the mutually shared responsibility of all parties.

1. **MAINTENANCE RESPONSIBILITIES**

2.1 **Simulcast System**

The Simulcast system consist of 8 channel sites which includes a site at LCCA, a site at Hobbs Fire Station One-and a site in Lovington. The City of Hobbs is responsible for the site at LCCA and Fire Station One, and the County will be responsible for the Lovington Site.

2.2 **County Sites**

The County operates four (4) sites, located in Jal, Jal West, Eunice and Tatum. The County users are the primary users of all these sites. The maintenance of Jal, Eunice and Tatum Sites is the responsibility of Lea County, with a shared cost as defined in Section 7.

2.3 **Maljamar Site**

This site (i) enables all parties the ability to go into the western and northern part of the County; (ii) provides overlapping coverage into the party cities; of Hobbs and Lovington; (iii) provides coverage into Eddy and Chavez counties. This Site is primarily used by City of Hobbs, City-of Lovington and Lea County, and the maintenance and rental cost of the Site is the mutually shared responsibility.

2.4 **Backhaul Equipment and Communications Services**

All sites are connected to the switch by a backhaul consisting of leased lines, microwave and MUX equipment. The primary MUX cabinet is located at Lea County Communication Authority. Maintenance of the backhaul lines and equipment for the individual sites and the MUX equipment are the sole responsibility of the primary users of the sites.

2.5 **User Equipment**

User Equipment is that equipment used exclusively by one Party and for which that Party is individually responsible for maintaining.

2.6 **Control Stations and User Radios**

The maintenance of control stations, mobiles and portables is the individual responsibility of the Party who owns them.

2.7 **Logging Recorders**

The Lea County Communication Authority owns and operates a logging recorder for their dispatch center. All parties are responsible for maintenance and operation of this logging recorder.

3. **OPERATING RESPONSIBILITIES**

3.1 **Radio Operation**

City of Hobbs, Lea County, City of Lovington, City of Jal, City of Eunice and City of Tatum law enforcement and emergency response radios will have access to all sites. Other users on the system may be limited depending upon what areas within the radio system they will be utilizing. All radios will utilize their own site/sites under normal operations; except for the radios equipped with the Pro-Scan capabilities (see 3.1.2 below). If the need exists to switch to the other Parties site, then the switch can be made manually.

Each of the Designated Representatives will have the authority to deny access to any users on the Designated Representatives primary site. If access is removed/denied, the Designated Representative will notify the other Representative or agency in writing through the LCCA Director, informing them of the reason for the removal. In the case of the Lovington Site, both the Lea County and Lovington Designated Representative must approve/deny access, since they both share the responsibilities of the site.

3.1.2 **Pro-Scan Radios**

Pro-scan radios allow the user to scan all of the sites programmed into the radio. The radio will then choose the best site/signal for the radio to use.

### 3.1.3 Conventional Interface

No party will create/utilize any full-time patches that would utilize a working channel on the other parties system. Temporary patches can be created at any time in case of emergency or joint operations.

### 3.1.4 Encryption

All Public Safety Agencies will be allowed to have and operate encrypted radios.

### 3.1.5 BE-ON

BE-ON is a smart phone app that allows users to communicate through the system. There are a limited amount of licenses; the LCCA/Director will give final approval on who will have the app.

### 3.1.6 Radio Priorities

City, County and Lovington law enforcement and emergency response radios will/can have a higher priority than all other radios on the system.

### 3.1.7 All-Call

Each Party will be allowed to have two radios set up with an All-Call feature. The All-Call feature will be used very sparingly in cases of extreme emergencies, or when an immediate broadcast is necessary to inform all users within the system, i.e. Amber Alert. Each party may have their own radios programmed with the Agency-Call feature.

### 3.1.8 Talk Groups

Each Party will have no more than sixty (60) talk groups on their system. The assignment of the Group Identification Numbers (GID) and Logical Identification numbers will be assigned through the LCCA Director. New or requested LID and GID numbers will be approved and assigned by the LCCA Director.

Each of the parties will limit the number to talk groups programmed into their radios to within the users needed profile/personality. The Designated Representatives will also agree in writing as to which profiles/personalities will be created/programmed into the individual radios. There will be no radios programmed with the emergency service talk groups unless there is proper authorization from the department whose talk groups will be affected.

4. **DESIGNATED REPRESENTATIVES**

4.1 Each party to this agreement will have a person assigned to the working group called a designated Representative. The City of Hobbs designee, Lea County designee, City of Lovington designee, City of Jal designee, City of Eunice designee and the City of Tatum designee shall work together in maintaining and operating the system in accordance with this Agreement. Any future enhancements to be added to the system shall be approved in writing by these individuals. In the event the Designated Representatives reach an impasse in the operation and or maintenance of the system under this Memorandum of Agreement, the Parties agree that the Director of the Lea County Communication Authority shall be the final decision-maker.

4.2 **PROGRAMMING OF USER RADIOS**

The parties understand the need for assistance by outside vendors to operate and maintain the system, but controls must be in place to allow for privacy by entities and especially sensitive talk groups on the system

- A. No radio will be programmed by an outside vendor unless the profile is approved in writing by the LCCA Director or their designee.
- B. Any law enforcement talk group must also be approved by the head of the law enforcement agency from which the talk group belongs. Any radio seeking encryption that is not a Law Enforcement radio must get approval from the designated representatives outlined in this agreement.
- C. Any entity programming radios for themselves or other entities must follow these same guidelines listed above to ensure security of the system.
- D. Any vendor or an entity found not in compliance or doesn't follow these guidelines will/shall incur the costs to reprogram all radios affected by an entity or on the system if deemed necessary by the designated representatives.

4.3 **Licensing**

The LCCA Director will be responsible for all upgrades and new F.C.C., F.A.A or

other federal licensing requirements for the entire radio system which are under this agreement.

#### **4.4 NEW USERS/ENTITY'S**

The designated representatives shall work with Local/State/Federal users to the system or new entities that wish to join the system as either their main form of communication or to increase/supplement how they currently operate. The designated representatives shall make a recommendation of costs to the requesting user under these guidelines:

- A. If a user wishes to join the system but their radio usage will be held to less than 1 hour per week of total time, and if they will have less than 5 radios on the system and only plan to use talk groups currently on the system when and if they need assistance.
- B. State/Federal entities who wish to use the system as they work in this area but are going to stay below the total time usage;

Once a cost is determined, a separate amendment to this agreement will be written and approved by the LCCA Board and Lea County. These costs shall be a yearly/bi-annual fee paid to the LCCA/Lea County Finance.

If an entity wished to join the system, then a new agreement must be completed to arrange for shared costs and expenses.

Nothing in this section will require an entity, agency or user to make a payment to LCCA as a result of using the system in a time of emergency or during mutual aid or other forms of assistance to any of the users on this agreement.

#### **5. TERMINATION MEMORANDUM OF AGREEMENT**

- 5.1 This MOA shall continue in full force and effect, subject to written amendments as described in Section 6.1 herein, until terminated by a party. The terminating party shall give written notice to the other Parties at least six months prior to the effective date of the notice.
- 5.2 Upon notice of termination of this MOA, the Party wishing to terminate the Agreement shall bear all costs involved with separating the systems.

#### **6. AMENDMENT**

- 6.1 This MOA may be amended by the Parties from time to time. Any amendment shall be in writing, executed and approved by the parties hereto.

**7. PAYMENTS/REPAIRS TO SHARED EQUIPMENT**

7.1 When the jointly (all parties) used equipment is serviced or repaired, the Lea County Communication Authority will be responsible for the payment. At the end of each quarter, the Lea County Communication Authority will send a bill to Lea County designee, the City of Hobbs designee, the City of Jal designee, the City of Eunice designee, the City of Tatum designee and the City of Lovington designee for payment. The parties will have forty-five (45) days to pay the bill.

- A. When shared user equipment is serviced or repaired on only the Lovington Site, Lea County will be responsible for the payment and then bill the City of Lovington at a 50/50 split for the cost of the repair or equipment.
- B. When shared user equipment is serviced or repaired on only the Eunice Site Lea County will be responsible for the payment and then bill the City of Eunice at a 50/50 split for the cost of the repair or equipment.
- C. When shared user equipment is serviced or repaired on the Jal new site Lea County will be responsible for the payment and then bill the City of Jal at a 50/50 split for the cost of the repair or equipment.
- D. When shared user equipment is serviced or repaired on the Maljamar Site Lea County will be responsible for the payment and then bill the City of Hobbs, and the City of Lovington at a 34/33/33 split for the cost of the repair or equipment with Lea County having the 34%.
- E. When user equipment is repaired on only the Hobbs Main and Back-Up Site the City of Hobbs will be solely responsible for the repair or equipment.
- F. When user equipment is serviced or repaired on only the Jal West site Lea County will be solely responsible for the repair and equipment.
- G. When shared user equipment is serviced on only the Tatum Site Lea County will be responsible for the payment and then bill the City of Tatum at a 50/50 split for the cost of the repair or equipment.

7.2 All parties agree to pay a percentage of the cost for the preventative maintenance agreement (s), FX software and logging recorder as follows.

- A. Lea County at 35.5%
- B. City of Hobbs at 35.5%
- C. City of Lovington at 17%
- D. City of Tatum at 3%
- E. City of Jal at 3%
- F. City of Eunice at 3%
- G. NMJC at 3%

7.2.1 If all parties agree to an enhancement to the system, then the costs will be split equally. If an enhancement is added to the system by one party but it does not affect the other user or will not be used on the other users system, the cost will be assumed by the installing party(s).

7.2.2 Monthly service fees for lease lines, T-1 lines, and electricity and/or tower fees are incurred at the various sites: the following will be a breakdown of the costs to the entities.

- A. The Hobbs Site or the Hobbs Back-up site the City of Hobbs will be responsible for these costs. Currently it is owned and operated on City/County land and through a microwave system so there isn't expected to be any monthly costs, unless there are changes to the way the information is sent to and from the main site to the back-up site.
- B. The Lovington Site is a 50/50 split between Lea County and the City of Lovington.
- C. The Eunice Site is a 50/50 split between Lea County and the City of Eunice.
- D. The Tatum Site is a 50/50 split between Lea County and the City of Tatum.
- E. The Jal Site is a 50/50 split between Lea County and the City of Jal.
- F. Maljamar Site (largest site coverage for Lea County) the County will be responsible for the payment and then bill all of the entities at an equal split among Lea County, City of Hobbs and City of Lovington.
- G. The Jal West Site is the responsibility of the County.



**8. SEVERABILITY**

- 8.1 If any one or more of the provisions contained in this Memorandum of Agreement (MOA) shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and the Memorandum of Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been a part hereof.

**9. EFFECTIVE DATE**

- 9.1 This Memorandum of Agreement shall be in full force and effective upon execution and approval of all parties hereto.

**10. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS.**

- 10.1 Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

**CITY OF HOBBS, NEW MEXICO**

**LEA COUNTY, NEW MEXICO**

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

By: \_\_\_\_\_  
Commission Chairman

**CITY OF LOVINGTON, NEW MEXICO**

**CITY OF TATUM, NEW MEXICO**

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
Mayor

**CITY OF EUNICE, NEW MEXICO**

**CITY OF JAL, NEW MEXICO**

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Of Hobbs Attorney

\_\_\_\_\_  
Lea County Attorney

\_\_\_\_\_  
City Of Lovington Attorney

\_\_\_\_\_  
City of Tatum Attorney

\_\_\_\_\_  
City of Eunice Attorney

\_\_\_\_\_  
City of Jal Attorney

**NEW MEXICO JUNIOR COLLEGE**

**NEW MEXICO JUNIOR COLLEGE**

By: \_\_\_\_\_  
Director of Security

BY: \_\_\_\_\_  
Attorney

**NEW MEXICO JUNIOR COLLEGE**

BY: \_\_\_\_\_  
President

**LEA COUNTY COMMUNICATION AUTHORITY**

BY: \_\_\_\_\_  
LCCA, Director



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 4-16-18

SUBJECT: A Resolution authorizing the Mayor to Make Appointments to the Planning Board.

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: 4-16-18  
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to re-appoint Tres Hicks, Bill Ramirez and Brett Drennan to the Planning Board; each to serve a two-year term commencing March 31, 2018.  
The Mayor would like to appoint Philip Ingram to the Planning Board to fill the position formerly held by Dwayne Penick; term will expire March 31, 2019.

Fiscal Impact:

No fiscal impact.

Reviewed By:   
Department

Attachments:

Resolution

Legal Review:

Approved As To Form:   
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

  
Department Director

  
City Manager

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

CITY OF HOBBS

RESOLUTION NO. 6649

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE APPOINTMENTS TO  
THE CITY OF HOBBS PLANNING BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to the planning board, each to serve a two year term commencing March 31, 2018:

Planning Board re-appoint - Tres Hicks

Planning Board re-appoint - Bill Ramirez

Planning Board re-appoint - Brett Drennan

The Mayor also wishes to appoint Philip Ingram to the Planning Board to serve the unexpired term of Dwayne Penick; term will expire March 31, 2019.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of April, 2018.

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

ATTEST:

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



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 16, 2018

SUBJECT: An Ordinance Repealing and Amending 2.58 of the Hobbs Municipal Code

DEPT. OF ORIGIN: Legal/Human Resources  
DATE SUBMITTED: April 10, 2018  
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:


With the nature of the economy of Lea County, our employee numbers tend to fluctuate. The growth of our City, the increase in necessary safety positions and the increase in City services have required employee numbers to increase. Also, the opening of the CORE will require a significant increase in the number of City of Hobbs employees.

Chapter 2.58 requires a cap on the number of "regular employees." Currently that cap is 550. This proposed ordinance amendment is a more efficient and realistic method to ensure employee numbers is adequate along with checks and balances between the City Manager's office and the City Commission with appropriate consideration of the budget.

This proposal will require the City Manager to ensure adequate staffing, subject to approval by the City Commission through the budgeting process. If any adjustments are necessary during the budget year, the approval will need to occur through quarterly budget adjustment requests which require City Commission approval.

This proposed ordinance has been published and is ready for final approval.

Fiscal Impact:

Reviewed By: 


Finance Department

The procedure will not create a fiscal impact

Attachments:

Proposed ordinance

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The Commission should approve the ordinance.

Approved For Submittal By:



Department Director

  
City Manager

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COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Approved \_\_\_\_\_

Other \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

File No. \_\_\_\_\_

CITY OF HOBBS

ORDINANCE NO. 1115

AN ORDINANCE REPEALING CHAPTER 2.58 OF THE HOBBS MUNICIPAL CODE AND  
ADOPTING AN ORDINANCE REGARDING NUMBER OF  
CITY OF HOBBS EMPLOYEES

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that Section 2.58.001 and 2.58.002 of the Hobbs Municipal Code is hereby repealed and Section 2.58 be amended to read as follows:

~~2.58.001 Maximum number of City of Hobbs employees.~~

~~\_\_\_\_\_The number of City of Hobbs regular employees, as defined herein, should be capped at five hundred fifty (550). In the event the number of regular employees exceeds five hundred fifty (550), the City Manager shall use good faith efforts to come into cap compliance by attrition of existing regular employees, by initiating hiring freezes, and by voluntary/involuntary transfers.~~

~~\_\_\_\_\_2.58.002 Definition.~~

~~\_\_\_\_\_“Regular employee” means an employee who has been appointed to a regular position, who shall receive all leave and benefits in proportion to hours worked and who shall be entitled to rights of grievance and appeal except during the probationary period. A regular employee may be full-time or part-time.~~

WHEREAS, the number of City of Hobbs employees tend to fluctuate given the economy of Lea County;



WHEREAS, the growth of our City and correlating safety positions and services have required the number of City of Hobbs employees to increase;

WHEREAS, the opening of the Center of Recreational Excellence ("CORE") will require a significant increase in the number of City of Hobbs employees;

WHEREAS, Section 2.56.050 of the Hobbs Municipal Code provides the City Manager is responsible for personnel issues as the Chief Executive Officer of the City;

WHEREAS, the City Manager should use good-faith efforts to hire and maintain an appropriate work force, subject to prior approval by the Hobbs City Commission through the budgeting process, to ensure the safety and well-being of the citizens of Hobbs;

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, Section 2.58.001 and 2.58.002 of the Hobbs Municipal Code be repealed; and

BE IT FURTHER ORDAINED that Section 2.58 of the Hobbs Municipal Code shall be amended as follows:

#### 2.58.003 NUMBER OF CITY OF HOBBS EMPLOYEES

The City Manager shall, at all times, utilize good-faith efforts to maintain an appropriate work force, subject to approval by the Hobbs City Commission through the budgeting process, to ensure the safety and well-being of the citizens of Hobbs.

#### 2.48.004 BUDGETARY ADJUSTMENTS

Any and all adjustments to the personnel budget shall be accomplished through

quarterly budget adjustment requests with City Commission approval, prior to said adjustments.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 16, 2018

**SUBJECT:** APPROVE RESOLUTION TO ESTABLISH FACILITY USAGE FEES, GROUP DISCOUNT FEES & FAMILY MEMBERSHIP FEES AT THE CORE (CENTER OF RECREATIONAL EXCELLENCE)

DEPT. OF ORIGIN: Parks and Recreation

DATE SUBMITTED: April 9, 2018

SUBMITTED BY: Doug McDaniel, Director of Parks and Recreation  
Catherine Vorrasi, CORE Facility Director

**Summary:**

For consideration by the City Commission, are the following fees at the CORE (Center of Recreational Excellence):

**Batting Cage Fee**

\$35 per hour for both non-profit and for-profit groups/individuals

**Competition Pool Lanes**

\$11 per hour/non-profit; \$18 per hour/for-profit. (maximum of 10 swimmers per lane)

**Group Discounts**

10% discount on daily or weekly passes for groups of 25 or more

**Adult Couple:** defined as two persons between the ages of 18-61 residing at the same address.

**Senior Couple:** defined as two persons 62 years of age and older residing at the same address.

**Family Memberships**

**Single Family;** to include one adult and up to 5 dependents under 18 years of age all residing at the same address.

**Family;** to include two adults and up to 4 dependents under 18 years of age all residing at the same address.

**Family Plus;** Single Family or Family membership as defined above with each additional family member at \$10 each for families with more than 6 family members residing at the same address.

The documents in Attachment A detail the above fees.

Fees were developed by staff and several resources were used in developing these fees: the update to the May 2014 Ballard King Feasibility Study, fee comparisons from other facilities, and staff's professional knowledge and experience.

The total operating expenses at the CORE will be offset by two revenue streams: fees generated and contributions toward operating expenses received from the CORE Partners. At this time, both the operating expenses and the fees generated are estimates which are based on Ballard King and staff estimates. A true picture of the CORE's operating expenses and revenues generated will become clear after two years of operation.

**Fiscal Impact:**

Reviewed by: \_\_\_\_\_


  
Finance Department

The update to the May 2014 Ballard King feasibility study estimates operating expenses at the CORE during the second full year of operation to be \$3.8 million with revenue at \$1.925 million. Although a true picture of expenses and revenue will not emerge until the completion of the second year of operation, expenses and revenues will be analyzed constantly during the initial operations at the CORE.

**Attachments:** Resolution, Attachment A

**Legal Review:**

*Approved As To Form:*

  
\_\_\_\_\_  
City Attorney

**Recommendation:**

Staff recommends that the City Commission approve the fees included on Attachment A.

*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. 6650

A RESOLUTION TO FINALIZE  
FACILITY USAGE FEES, GROUP DISCOUNT FEES &  
FAMILY MEMBERSHIP FEES AT THE CORE  
(CENTER OF RECREATIONAL EXCELLENCE)

WHEREAS, The Center of Recreational Excellence (CORE) is expected to open in June of 2018; and

WHEREAS, fees were developed by staff using fee comparisons and staff's professional knowledge and experience; and

WHEREAS, significant discussions of fees have occurred in several forums; and

WHEREAS, discussion of fees for batting cages, competition pool lanes, Group Discount Fees and Family Membership Fees took place at the April 9, 2018 City Commission meeting; and

WHEREAS, Attachment A includes the finalized CORE Facility Usage Fees, Group Discount Fees and Family Membership Fees that were unanimously approved by the Community Affairs Board:

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Usage Fees for CORE shall be adopted as set forth in Attachment A herein.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of April, 2018.

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

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



## Center Of Recreational Excellence

### FACILITY USAGE FEES PER HOUR

Facility	Non-Profit	For Profit
Gymnasium Full	\$80	\$95
Gymnasium Half	\$50	\$65
Racquetball Court	\$10	\$15
Batting Cage	\$35	\$35
Turf Full	\$88	\$100
Turf Half	\$62	\$70
Team Locker Room	\$10	\$10
Competition Pool	\$105	\$173
Competition Pool Lanes	\$11	\$18
Therapy Pool	\$53	\$87
Aquatics Classroom	\$25	\$25
Additional CORE Staff	\$15	\$15
Banquet Room 133	\$25	\$25
Banquet Room 134	\$31	\$31
Combined Banquet Room	\$44	\$44
Catering Kitchen	\$25	\$25
Party Room 170	\$38	\$38
Party Room 171	\$38	\$38
Observation Deck	\$75	\$75
Executive Conference Room	\$25	\$25



## Center Of Recreational Excellence

### Batting Cage Fee

\$35 per hour for both non-profit and for-profit

30'L x 12'W x 10"H

Artificial turf with batting mat

### Competition Pool Lanes

\$11 per hour per lane for non-profit groups (maximum of 10 swimmers per lane)

\$18 per hour per lane for for-profit groups (maximum of 10 swimmers per lane)

### Groups of 25 or more

10% discount on Day Pass and Week Pass

Defined as 25 or more people as part of a school, church, or other non-profit with prior arrangements with the CORE for their visit. May also be for convention attendees.

### Adult Couple

Defined as two persons between the ages of 18-61 residing at the same address.

### Senior Couple

Defined as two persons 62 years of age and older residing at the same address.

### Family Options

All youth who have a membership or who are listed as family members under a family membership will receive FREE admission to CORE Kids, up to 2 hours per day.

#### **Single Family**

One adult and up to 5 dependents under 18 years of age all residing at the same address.  
Limit 6 members.

#### **Family**

Two adults and up to 4 dependents under 18 years of age all residing at the same address.  
Limit 6 members.

#### **Family Plus**

Single Family or Family membership as defined above with each additional family member at \$10 each. 6+ members.

**Hours of Operation - \* Summer 2018 \***



Monday - Friday	Saturday	Sunday
5:00am – 10:00pm	6:00am – 10:00pm	10:00am – 8:00pm

	DAY Pass		WEEK Pass		FACILITY Membership (Land/Water Classes Not Included)	
	Res	Non-Res	Res	Non-Res	Res	Non-Res
Adult (18-61)	\$7	\$10	\$20	\$30	\$28/month; \$320/yr	\$40/month; \$456/yr
Adult Couple (18-61, each)	n/a	n/a	n/a	n/a	\$50/month; \$570/yr	\$72/month; \$820/yr
Youth (1-12)	\$4	\$7	\$12	\$21	\$16/month; \$182/yr	\$23/month; \$262/yr
Youth under 1 year	FREE	FREE	FREE	FREE	FREE	FREE
Teen (13-17)	\$5	\$8	\$15	\$24	\$20/month; \$228/yr	\$29/month; \$330/yr
Student/Public Safety (18+)	\$5	\$8	\$15	\$24	\$20/month; \$228/yr	\$29/month; \$330/yr
Senior (62+)	\$4	\$7	\$12	\$21	\$16/month; \$182/yr	\$23/month; \$262/yr
Senior Couple (62+, each)	n/a	n/a	n/a	n/a	\$29/month; \$330/yr	\$41/month; \$467/yr
Single Family (max 6 members)	n/a	n/a	n/a	n/a	\$45/month; \$513/yr	\$70/month; \$798/yr
Family (max 6 members)	n/a	n/a	n/a	n/a	\$55/month; \$627/yr	\$80/month; \$912/yr
Family Plus (6 plus members)	n/a	n/a	n/a	n/a	Additional \$10 per family member above Family Rate	Additional \$10 per family member above Family Rate
Kid Watch (6 months-6yrs)	\$5 drop-in	\$7 drop-in	\$5 drop-in	\$7 drop-in	Included	Included
Kid Fit (7-12)	\$3 drop-in	\$5 drop-in	\$3 drop-in	\$5 drop-in	Included	Included
Matinee (Adults & Seniors Only) Weekdays 10am - 3pm	n/a	n/a	n/a	n/a	\$14/month; \$160/yr	\$20/month; \$228/yr

**\* Public Safety Personnel includes Police, Fire, EMT, Border Patrol & Military (Active & Veterans)**

**Resident Rate = All Lea County residents**

**Only interested in Programs?  
Pay a yearly fee for access to  
register for any program  
offered at the CORE.**

PROGRAMS	
Res	Non-Res
\$25/year (waived for group swim lessons for youth)	\$36/year (waived for group swim lessons for youth)





# CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 16, 2018

**SUBJECT:** REJECT BIDS FOR RFP No 499-18 FOR JANITORIAL SERVICES FOR CITY OF HOBBS CORE FACILITY

**DEPT. OF ORIGIN:** General Services/Parks & Recreation

**DATE SUBMITTED:** 4-10-18

**SUBMITTED BY:** Shelia Baker, Sr. Staff Engineer

**Summary:**

Proposals were submitted by 5:00 PM on Thursday, March 29, 2018 for the Janitorial Services for the City of Hobbs CORE Facility. The project consists of:

- Janitorial services shall be provided for the following areas: lobby, CORE kids, banquet rooms, kitchen, lounge areas, spectator areas, restrooms, locker rooms, aquatic classroom, party rooms, studios, all offices and work spaces as well as all floors.
- At least two day-time janitorial staff, who will clean and respond to any spills and urgent cleaning needs while the facility is open, except for the first hour. Tasks that can be completed during the day include: ongoing emptying of trash cans and cleaning of the floors, glass surfaces, restrooms, drinking fountains, locker rooms, changing rooms in order to keep an overall clean and sanitary appearance as well as continuous stocking of toiletry items.
- Overnight staff will conduct the heavy cleaning that cannot be completed during the day when patrons are using the CORE.

An advertisement was placed in the local newspaper and on the COH website. There were fourteen companies that received the RFP. Five of the companies attended the mandatory Pre-Submittal Conference. Four proposals were submitted. The term of the contract shall be one year with an option to extend an additional three years if mutually agreed upon.

<u>Company</u>	<u>Total Bid Price</u>
Kleen-Tech Services Corp.	\$ 279,264.00
A-1 Pro Steam, Inc.	\$1,000,000.00
Community Maintenance, LLC	\$ 460,739.92
Divine Janitorial Services, LLC	\$ 225,000.00

The budget amount allocated for this project is \$106,200.00. All bids received exceeded the budgeted amount. According to the project specifications, the City of Hobbs reserves the right to reject any or all proposals. Therefore, staff will be recommending that all proposals received for the RFP are rejected.

**Fiscal Impact:**

Amount Budgeted: \$106,200.00  
Budgeted Line Item: 16-4016-42232

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

*Finance Department*

**Attachments:** Bid Summary Sheet, MUNIS Project Budget

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*City Attorney*

**Recommendation:** Staff recommends rejecting all proposals

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. \_\_\_\_\_

Bid Summary

BID/PROPOSAL NO. 499-18

FURNISH Sanitorial Service of City of Hobbs - CORE Facility

Bidder	Kleen Tech	A-1 Pro- Stream	Community maintenance	Dunn Sanitorial
NM Contractors License No.				
Bid Bond	-	/	/	/
Addendum(s)	Addendum 2 not acknowledged	/	/	/
Bid Form	/	/	/	/
List of Subcontractors				
Resident Bidders Pref No.	/	Yes	/	/
Veterans Preference	/	/	/	/
Campaign Cont. Dis. Form	/	/	/	/
Non-Collusion Affidavit	/	/	/	/
Related Party Disclosure Form	/	/	/	/
Non- Debarment Cert	/	/	/	/
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	279,224 <sup>00</sup>	1,000,000 <sup>00</sup>	460,739 <sup>92</sup>	225,900 <sup>00</sup>

Account

Text	Org	Object	Proj	Description	2019 DEPT HEAD ...	2019 INITIAL A...	2019 CITY MNGR Amount
N	164016	41116		CELL PHONE STIPEND	1,200.16	1,200.16	1,200.16
N	164016	41120		MOVING/HOUSING EXPENSE	.00	.00	.00
N	164016	41126		ADMIN LEAVE	.00	.00	.00
N	164016	41150		SEASONAL SALARIES	182,000.00	171,600.00	169,520.00
N	164016	42201		UTILITIES	560,000.00	560,000.00	560,000.00
N	164016	42202		COMMUNICATIONS	15,000.00	15,000.00	15,000.00
N	164016	42203		DUES AND SUBSCRIPTIONS	4,670.00	4,670.00	4,670.00
Y	164016	42204		UNIFORMS	14,700.00	19,700.00	14,700.00
N	164016	42205		BANK CHARGES	31,228.00	31,228.00	.00
N	164016	42210		SERVICE/MAINT. CONTRACT	45,000.00	45,000.00	55,000.00
N	164016	42222		INSURANCE-GENERAL LIABILITY	150,000.00	150,000.00	88,773.00
N	164016	42232		SERVICE-JANITOR	106,200.00	106,200.00	106,200.00
N	164016	42301		SUPPLIES-OFFICE	15,000.00	15,000.00	15,000.00
N	164016	42302		TRAVEL, MEALS AND SCHOOLS	20,250.00	20,250.00	20,250.00
N	164016	42303		SUPPLIES-JANITOR	20,000.00	20,000.00	20,000.00

udget Detail for Account: 164016 42232 SERVICE-JANITOR

Year	Ln	Seq	Period	DEPT HEAD Qty	DEPT HEAD Unit Cost	DEPT HEAD Amount	CITY MNGR Qty	CITY MNGR Un...	CITY M
2019	10	0	01	1.00	106,200.00	106,200.00	1.00	106,200.00	106

<https://munisapp.hobbsnm.org/GasADProd/wa/r/mugwc/bgdeptrq>



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 16, 2018

SUBJECT: Fiscal Year 2017/18 Multiple Services Agreement with the Lea County Board of County Commissioners.

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: April 11, 2018  
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

The City and the County have a Multiple Services Agreement whereby the County compensates the City for the needed services the City provides to County residents. The agreement includes services for: Fire, EMS, Library, Senior Center and any other services made available by City to County. The proposed agreement will add services for: addressing, permitting, inspecting and certifying for occupancy any new structures proposed to be constructed within the Extra Territorial Jurisdiction and animal services at the Hobbs Animal Adoption Center. This agreement has not been approved by the City Commission in that the parties have continued in negotiations regarding the specific terms of this agreement.

Fiscal Impact:

Revenue in the amount of \$500,000.00 is budgeted in FY17/18, and the expenses are incorporated into the budgets of the City Departments providing the services.

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

Attachments:

- Resolution
- Annual Multiple Services Agreement

Legal Review:

Approved As To Form: *Michael H. Stone*  
*City Attorney*

Recommendation: The Commission should approve the Resolution

Approved For Submittal By:

*Michael H. Stone*  
*Department Director*  
*[Signature]*  
*City Manager*

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6651

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
MULTIPLE SERVICES AGREEMENT WITH THE  
LEA COUNTY BOARD OF COUNTY OF COMMISSIONERS

WHEREAS, as a practical matter it is necessary and desirable for the City of Hobbs to provide certain services and facilities for Lea County residents who are not residents of Hobbs; and

WHEREAS, the Lea County Board of County Commissioners, having recognized the need for said provision of services and facilities, has allocated certain funds for fire protection, ambulance services, public library services, senior citizen services, addressing, permitting and certifying new structures proposed to be constructed within the Extra Territorial Jurisdiction and animal services at the Hobbs Animal Adoption Center; and

WHEREAS, the City of Hobbs and the Lea County Board of County Commissioners have reached an agreement concerning the services and facilities to be provided and the consideration to be paid therefor.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, New Mexico, a Multiple Services Agreement for the 2017-2018 fiscal year with the Lea County Board of County Commissioners for fire protection, ambulance services, public library services, senior citizen services, addressing, permitting and certifying new structures proposed to be constructed within the Extra Territorial Jurisdiction and animal services at the Hobbs

Animal Adoption Center, a copy of which agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of April, 2018.

---

SAM D. COBB, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk

CONTRACT # \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**LEA COUNTY CONTRACT FOR GOODS AND SERVICES**

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: City of Hobbs

Services Summary Description: Joint Services ( Fire, Ambulance)

Initial Period of Performance shall be through: June 30, 2018

Total Annual Charges to this contract may not exceed: \$500,000

This Contract complies with New Mexico and County procurement requirements as follows:

- RFP # \_\_\_\_\_,  BOCC approval date \_\_\_\_\_
- Bid # \_\_\_\_\_,
- "Qualified" Professional Service, \$60,000 or less annually. Qualifications attached.
- Three Written Quotes \$60,000 or less annually
- Other: Multiple Services Contract

**No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.**

NOTICES: All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor: City of Hobbs
Department: Finance	ATTN: Mr. J.J. Murphy
ATTN: Sherry Ann Baggoo	Title:
Street: 100 N. Main, Ste 11	Street: 200 E. Broadway
City, State, Zip: Lovington, NM 88260	City, State, Zip: Hobbs, NM 88240
Phone: 575-396-8521	Phone:
Fax: 575-396-5684	Fax:
Cell: -----	Cell:
Email: <a href="mailto:sbaggoo@leacounty.net">sbaggoo@leacounty.net</a>	Email:

**ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED:** For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

**ARTICLE 2 - CONTRACT DOCUMENTS:** The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

**ARTICLE 3 - PERIOD OF PERFORMANCE:** The period of performance of this Contract Shall commence on July 1, 2017 and continue through June 30, 2018. This contract is effective from the date it is executed by the county after first being executed by the City of Hobbs. Unless terminated by written notice by either party 30 days before the end of any one -year term, this agreement will be automatically renewed in one -year increments until June 30, 2022.

**ARTICLE 4 - COST AND PAYMENT:** The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall be delivered to the Department contact specified in "Notices" above.

**ARTICLE 5 - AMENDMENTS:** This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 6 - ASSIGNMENT:** The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

**ARTICLE 7 - BINDING EFFECT OF CONTRACT:** Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

**ARTICLE 8 - COMPLIANCE WITH GOVERNING LAW:** This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-



202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 9 - CONFIDENTIAL INFORMATION:** Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

**ARTICLE 10 - CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 11 - CONFLICTS OF LAW:** If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

**ARTICLE 12 - HIPAA COMPLIANCE:** As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

**~~ARTICLE 13 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:~~**

~~**Non-Governmental Entity** The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys' fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.~~

**Governmental Entity:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

**ARTICLE 14 - INDEPENDENT CONTRACTOR:** Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

~~ARTICLE 15 – INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.~~

**Required Insurance:** As specified in the RFP, BID documents or Attachment A.

~~ARTICLE 16 – KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract.~~

**ARTICLE 17 - MEDIATION:** In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

**ARTICLE 18 - MERGER OF PRIOR CONTRACTS:** This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

**ARTICLE 19 - NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 20 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:** It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 21 - PARAGRAPH HEADINGS:** Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 22 - PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and

responsibility.

**ARTICLE 23 - PROCUREMENT CODE:** The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 24 - PROPRIETARY INFORMATION :** All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 25 - RECORD KEEPING AND AUDITS:** The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

**ARTICLE 26 - RELEASE:** The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

**ARTICLE 27 - SEVERABILITY:** If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

**ARTICLE 28 - SOVEREIGN IMMUNITY:**

**Non-Governmental Entity:** By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**ARTICLE 29 - SUBCONTRACTING:** This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written

approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

**ARTICLE 30 - TERMINATION:** The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

**ARTICLE 31 - THIRD PARTY BENEFICIARY:** It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

**ARTICLE 32 - WAIVER:** Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

**ARTICLE 33 - DUPLICATE ORIGINALS:** This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

**SIGNATURES:**

**IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.**

**LEA COUNTY:**

\_\_\_\_\_ Agency

\_\_\_\_\_ County Manager

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* \* \* \* \*

Contractor's NM Taxation and Revenue Department ID Number: \_\_\_\_\_

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B - Cost per Unit Service			Required all Contracts
Attachment C - Contribution Disclosure			Required all Contracts
Attachment D - Related Party Disclosure			Required all Contracts
Attachment E - Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G - Insurance Certificates			By Attachment A Specifications
Attachment H - 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I - Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

2017-2018

Attachment A - Scope of Work

City of Hobbs

1. The City shall, use its firefighting equipment and dispatch its fire department equipment to all areas within its Fire District and within any area it has agreed to provide such service from the City as the City Fire Chief may deem reasonably required; provided, however, that the first priority on such equipment is reserved for the City, and in case all equipment is devoted to use in fighting a fire or conflagration, the City will not be required to divorce such equipment from use until the emergency is spent. As part of its firefighting responsibilities, the City is authorized to perform on-sight inspections of property when requested by the property owner. These inspections are designed to prevent fires, a major element in fire protection.
2. The City shall make available ambulance services to all persons in the unincorporated areas of Lea County within its EMS District and within any area; it has agreed to provide such service a reasonable distance around the City.
3. The City shall make available to all persons living in the unincorporated areas of Lea County and around the City, the Public Library, provided that such persons comply with the rules and regulations that may be from time to time established by the City, which rules shall be non-discriminatory as to persons residing outside the city limits, but within Lea County.
4. The City shall make available to the senior citizens living in the unincorporated areas of Lea County and around the City, the Senior Center facilities and programs, subject to all applicable rules and regulations, which shall not discriminate against seniors residing outside of Lovington, but within Lea County.
5. Any other services made available by the City to County residents, which are or may be rendered during the 2017-2018 fiscal year.

## Attachment B

### COMPENSATION

Subject to the terms and conditions set forth below, the County and agrees to pay to the City, the total sum of \$500,000 for fire protection and ambulance services, public library services and senior citizen services to be rendered as set forth in the Scope of Services. This sum is meant to cover all services rendered by the City to unincorporated residents of the County.

### PAYMENT

One-fourth (1/4) of the total contract amount will be paid to the City at the end of each quarter of the fiscal year upon presentation to County of a properly executed Lea County Claim Form attached as Exhibit A, with the exception of the 4<sup>th</sup> quarter which is due June 15, 2018. Claim forms received after June 15, 2018, will not be considered for reimbursement. These claims forms certify that the required services have been provided during such quarter. There shall be strict accountability for all funds subject to this agreement.

**CLAIM FORM**

*TWO (2) WEEKS PRIOR TO THE END OF EACH QUARTER*

*(Except for last quarter ending June 30, 2018)*

**PLEASE PRINT THE FOLLOWING ON YOUR AGENCY LETTERHEAD**

=====

I hereby certify that services for the following quarter have been performed / rendered as agreed according to our 2017-2018 Multiple Services Agreement with Lea County:

- 1) Beginning July 1, 2017 & ending September 30, 2017
- 2) Beginning October 1, 2017 & ending December 31, 2017
- 3) Beginning January 1, 2018 & ending March 31, 2018
- 4) Beginning April 1, 2018 & ending June 30, 2018

\_\_\_\_\_

(Name of Agency)

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

Signature / Printed Name / Date





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 16th, 2018

SUBJECT: Authorizing an allocation of Lodgers' Tax funds to fund various annual events for Fiscal Year 2019

DEPT. OF ORIGIN: Finance  
DATE SUBMITTED: April 11th, 2018  
SUBMITTED BY: Toby Spears, Finance Director

**Summary:**

On April 11<sup>th</sup>, 2018, the Lodgers' Tax Board met and recommended awarding to the Commission, various annual events for Fiscal Year 2019. The organizations and requests are listed on Exhibit A.

**Fiscal Impact:**

Reviewed By:   
Finance Department

February 28, 2018 Cash Balance (per Lodgers' Tax ordinance) for the Lodgers' Tax Fund is as follows:

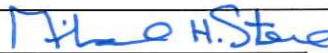
Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 198,261.91
City and County (40%)	\$ 484,944.46
Airline (25%)	\$ 67,000.00
<b>TOTAL CASH AVAILABLE</b>	<b><u>\$ 750,206.37</u></b>

The 2019 budgeted lodgers' tax revenues are projected to be \$1,300,000.

**Attachments:**

Exhibit A  
Financial Report for March 31, 2018  
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. 6652

A RESOLUTION AUTHORIZING ALLOCATION OF  
LODGERS' TAX FUNDS FOR FISCAL YEAR 2019

WHEREAS, the Lodgers' Tax Advisory Board met on April 11, 2018 and recommends awarding funds to various annual events for fiscal year 2019;

	Event	Amount Requested	Lodgers' Tax Board Recommendation	City Commission Recommendation
1	City of Hobbs - Rockwind Golf Course – Marketing	\$54,655.00	\$54,655.00	
2	City of Hobbs – CORE –Marketing	\$88,800.00	\$88,800.00	
	City of Hobbs – CORE – Operating	\$500,000.00	\$500,000.00	
3	City of Hobbs – Slam & Jam	\$36,500.00	\$36,500.00	
4	Lea County Event Center	\$100,950.00	\$25,000.00	
	Lea County Fair & Rodeo Board	\$100,700.00		
5	Juneteenth	\$9,800.00		
6	New Mexico National Black Chamber of Commerce	\$8,800.00		
7	Hobbs Chamber of Commerce – Hobbs Holiday Tournament and/Beer & Wine Fest	\$21, 233.22	\$21,233.22	
8	Hispano Chamber of Commerce – Mariachi Christmas	\$20,000.00	\$20,000.00	
	Hispano Chamber of Commerce – Feste De Septiembre	\$25,000.00		
10	Southwest Symphony	\$62,012.50	\$62,012.50	
11	Hobbs USSSA	\$80,000.00	\$80,000.00	
12	Western Heritage Museum Complex	\$45,645.00	\$45,645.00	
13	Cinco De Mayo	\$10,000.00		
14	Tuff Hedeman Championship Bull Riding	\$20,000.00		
15	Cycle City Promotions	\$50,000.00	\$50,000.00	
16	Impacto – JAG Promotions	\$9,500.00		

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

PASSED, ADOPTED AND APPROVED this 16<sup>th</sup> day of April, 2018.

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

ATTEST:

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

March 31, 2018

CITY OF HOBBS LODGERS' TAX REPORT

Month	Month	RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
<b>SUBTOTAL</b>		<b>15,364,272.60</b>	<b>768,213.63</b>	<b>527.46</b>	<b>768,741.09</b>	<b>0.00</b>	<b>762,619.97</b>	<b>762,619.97</b>			
<b>SUBTOTAL</b>		<b>18,028,844.80</b>	<b>901,442.24</b>	<b>973.44</b>	<b>902,415.68</b>	<b>0.00</b>	<b>1,452,826.32</b>	<b>1,452,826.32</b>			
<b>CASH BALANCE</b>	<b>06/30/15</b>	<b>713,543.86</b>	<b>1,885,088.47</b>	<b>1,769.80</b>	<b>1,886,858.27</b>		<b>2,219,502.38</b>	<b>2,219,502.38</b>			
July 2015		2,900,131.40	145,006.57	96.18	145,102.75		8,042.29	8,042.29	137,060.46	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)	118,985.77	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)	77,547.62	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	90,313.39	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	120,762.85	834,306.71
December 2015		1,934,861.20	96,743.06	92.58	96,835.64		559,250.02	559,250.02	(462,414.38)	(341,651.53)	371,892.33
<b>SUBTOTAL</b>		<b>13,672,063.40</b>	<b>683,603.17</b>	<b>607.90</b>	<b>684,211.07</b>	<b>0.00</b>	<b>1,025,862.60</b>	<b>1,025,862.60</b>			
January 2016		1,420,170.20	71,008.51	126.28	71,134.79		40,866.67	40,866.67	30,268.12	(311,383.41)	402,160.45
February 2016		1,600,508.40	80,025.42	231.91	80,257.33		228,045.55	228,045.55	(147,788.22)	(459,171.63)	254,372.23
March 2016		1,836,594.80	91,829.74	182.49	92,012.23		204,512.68	204,512.68	(112,500.45)	(571,672.08)	141,871.78
April 2016		1,518,952.60	75,947.63	132.27	76,079.90		94,829.98	94,829.98	(18,750.08)	(590,422.16)	123,121.70
May 2016		1,688,331.80	84,416.59	171.54	84,588.13		25,056.30	25,056.30	59,531.83	(530,890.33)	182,653.53
June 2016		1,591,457.20	79,572.86	185.02	79,757.88		73,456.67	73,456.67	6,301.21	(524,589.12)	188,954.74
<b>SUBTOTAL</b>		<b>9,656,015.00</b>	<b>482,800.75</b>	<b>1,029.51</b>	<b>483,830.26</b>	<b>0.00</b>	<b>666,767.85</b>	<b>666,767.85</b>			
<b>CASH BALANCE</b>	<b>06/30/16</b>	<b>188,954.74</b>	<b>1,166,403.92</b>	<b>1,637.41</b>	<b>1,168,041.33</b>	<b>0.00</b>	<b>1,692,630.45</b>	<b>1,692,630.45</b>			
July 2016		1,483,720.00	74,186.00	174.74	74,360.74		10,000.00	10,000.00	64,360.74	64,360.74	253,315.48
August 2016		1,286,676.40	64,333.82	229.08	64,562.90		35,000.00	35,000.00	29,562.90	93,923.64	282,878.38
September 2016		1,427,108.20	71,355.41	411.72	71,767.13		25,375.27	25,375.27	46,391.86	140,315.50	329,270.24
October 2016		1,363,327.20	68,166.36	508.97	68,675.33		88,717.26	88,717.26	-20,041.93	120,273.57	309,228.31
November 2016		1,783,813.00	89,190.65	574.99	89,765.64		20,000.00	20,000.00	69,765.64	190,039.21	378,993.95
December 2016		1,877,455.00	93,872.75	680.49	94,553.24		15,069.00	15,069.00	79,484.24	269,523.45	458,478.19
<b>SUBTOTAL</b>		<b>9,222,099.80</b>	<b>461,104.99</b>	<b>2,579.99</b>	<b>463,684.98</b>	<b>0.00</b>	<b>194,161.53</b>	<b>194,161.53</b>			
January 2017		1,183,489.00	59,174.45	371.91	59,546.36		291,814.62	291,814.62	-232,268.26	-232,268.26	226,209.93
February 2017		1,357,364.20	67,868.21	421.71	68,289.92		0.00	0.00	68,289.92	68,289.92	294,499.85
March 2017		1,701,676.00	85,083.80		85,083.80		12,391.92	12,391.92	72,691.88	72,691.88	367,191.73
April 2017		1,877,931.00	93,896.55	1,399.24	95,295.79		38,170.00	38,170.00	57,125.79	57,125.79	424,317.52
May 2017		1,745,164.20	87,258.21	1,253.77	88,511.98		1,133.00	1,133.00	87,378.98	87,378.98	511,696.50
June 2017		1,803,606.00	90,180.30	1,457.94	91,638.24		336,083.26	336,083.26	-244,445.02	-244,445.02	267,251.48
<b>SUBTOTAL</b>		<b>9,669,230.40</b>	<b>483,461.52</b>	<b>4,904.57</b>	<b>488,366.09</b>	<b>0.00</b>	<b>679,592.80</b>	<b>679,592.80</b>			
<b>CASH BALANCE</b>		<b>267,251.48</b>	<b>944,566.51</b>	<b>7,434.56</b>			<b>873,754.33</b>				
July 2017		1,815,246.20	90,762.31	976.79	91,739.10		1,372.17	1,372.17	90,366.93	90,366.93	357,618.41
August 2017		2,089,782.80	104,489.14	1,216.90	105,706.04		18,130.31	18,130.31	87,575.73	177,942.66	445,194.14
September 2017		2,291,105.80	114,555.29	1,738.91	116,294.20		26,500.00	26,500.00	89,794.20	267,736.86	534,988.34
October 2017		2,170,628.60	108,531.43	3,549.66	112,081.09		59,216.40	59,216.40	52,864.69	320,601.55	587,853.03
November 2017		2,764,121.40	138,206.07	2,979.81	141,185.88		14,757.64	14,757.64	126,428.24	447,029.79	714,281.27
December 2017		2,308,667.00	115,433.35	3,413.63	118,846.98		0.00	0.00	118,846.98	565,876.77	833,128.25
<b>SUBTOTAL</b>		<b>13,439,551.80</b>	<b>671,977.59</b>	<b>13,875.70</b>	<b>685,853.29</b>	<b>0.00</b>	<b>119,976.52</b>	<b>119,976.52</b>			
January 2018		2,580,920.60	129,046.03	3,498.85	132,544.88		229,785.48	229,785.48	-97,240.60	-97,240.60	735,887.65
February 2018		3,428,414.60	171,420.73	3,567.45	174,988.18		14,804.51	14,804.51	160,183.67	160,183.67	896,071.32
March 2018		4,035,431.00	201,771.55		201,771.55		245,302.01	245,302.01	-43,530.46	-43,530.46	852,540.86
April 2018		0.00			0.00			0.00	0.00	0.00	852,540.86
May 2018		0.00			0.00			0.00	0.00	0.00	852,540.86
June 2018		0.00			0.00			0.00	0.00	0.00	852,540.86
<b>SUBTOTAL</b>		<b>10,044,766.20</b>	<b>502,238.31</b>	<b>7,066.30</b>	<b>509,304.61</b>	<b>0.00</b>	<b>489,892.00</b>	<b>489,892.00</b>			
<b>CASH BALANCE</b>		<b>852,540.86</b>	<b>1,174,215.90</b>	<b>20,942.00</b>	<b>1,195,157.90</b>		<b>609,868.52</b>				

CITY OF HOBBS LODGERS' TAX PROGRAM						
3/31/2018	AWARD					
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT	CATEGORY
3/31/2018	CASH BALANCE				852,540.86	
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						124,676.18
16-27	CINCO DE MAYO COMMITTEE (CITY MGR APPROVED)	1/15/2016	10,000.00	4,340.88	5,659.12	NP
17-06	LEA COUNTY COMMISSION OF THE ARTS	4/18/2016	10,000.00	9,321.15	678.85	NP
17-08	SOUTHWEST SYMPHONY	4/18/2016	25,000.00	25,000.00	0.00	NP
17-09	HOBBS USSSA	4/18/2016	70,000.00	67,614.27	2,385.73	NP
18-01	JUNETEENTH	4/17/2017	3,716.00	3,700.00	16.00	NP
18-02	NM NATIONAL BLACK CHAMBER OF COMMERCE	4/17/2017	4,930.31	4,930.31	0.00	NP
18-03	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/17/2017	10,000.00	8,978.12	1,021.88	NP
18-04	HOBBS HISPANO CHAMBER OF COMMERCE-MARACHI CHRISTMA	4/17/2017	10,000.00	10,000.00	0.00	NP
18-05	HOBBS HISPANO CHAMBER OF COMMERCE-FIESTA SEPTIEMBRE	4/17/2017	16,000.00	15,919.04	80.96	NP
18-06	HOBBS KENNEL CLUB	4/17/2017	3,200.00	2,116.45	1,083.55	NP
18-07	LEA COUNTY COMMISSION OF THE ARTS	4/17/2017	10,000.00	8,127.83	1,872.17	NP
18-08	SOUTHWEST SYMPHONY	4/17/2017	22,500.00	22,500.00	0.00	NP
18-09	HOBBS USSSA 2018	4/17/2017	70,000.00	47,974.04	22,025.96	NP
18-10	WESTERN HERITAGE MUSEUM COMPLEX	4/17/2017	18,000.00	18,000.00	0.00	NP
18-11	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING	4/17/2017	10,000.00	10,000.00	0.00	P
18-12	CYCLE CITY PROMOTIONS	4/17/2017	17,500.00	17,500.00	0.00	P
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES			310,846.31	106,276.30	34,824.22	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				234,843.18	
Cash Available for Allocation					324,695.14	
Beginning Cash Available for Local Government (City and County) (40%)						88,500.00
18-13	LEA COUNTY EVENT CENTER 2018	4/17/2017	25,000.00	0.00	25,000.00	LOCAL GOV
18-15	ROCKWIND COMMUNITY LINKS - 2018	10/16/2017	66,500.00	13,827.18	52,672.82	LOCAL GOV
18-16	C.O.R.E - 2018	10/16/2017	99,800.00	3,679.12	96,120.88	LOCAL GOV
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			191,300.00	17,506.30	173,793.70	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				478,063.16	
Cash Available for Allocation					392,769.46	
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE			176,132.39	176,132.39	0.00	
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)				176,132.39	
Cash Available for Allocation					176,132.39	
Beginning Cash Available for Airline subsidy (25%)						55,860.67
EDC - 2018 AIRLINE SUBSIDY (\$220,502.38 GENERAL FUND)			235,162.89	235,162.89	0.00	
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				293,553.98	
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY			20,000.00	235,162.89	0.00	
Cash Available for Allocation					349,414.65	



GAO

Government Accountability Office

New Mexico Office of the State Auditor

## Transparency Report Lodgers' Tax Expenditures

### *Lodgers' Tax Provides Revenue to Develop the Tourism Industry*

Local governments in New Mexico have the option of imposing a lodgers' tax on rentals of motel and hotel rooms, trailer camps and several other rental settings. Municipalities and counties have two years to expend collected revenues and typically expend carryover funds in each annual budget.

*Revenue.* Every vendor providing lodging within the county or municipality that imposes a lodgers' tax is responsible for collecting that tax. If the county or municipality collects more than \$250,000 in lodgers' tax revenue, the governing body must conduct random audits of vendors to confirm compliance.

*Expenditures.* Currently, the law provides that, for Class A counties or municipalities with a lodgers' tax greater than two percent, 50 percent must be used to advertise, publicize and promote tourist-related attractions, facilities and events. The remaining 50 percent of revenues may be used for collecting and administering the tax; for tourist-related facilities, attractions or transportation systems; or for financing capital items associated with tourist-related facilities, attractions or transportation systems. If the tax is two percent or less, one-fourth of the revenue must be used to advertise, publicize and promote tourist-related attractions, facilities and events.

*In determining whether an expenditure is an appropriate use of lodgers' tax revenues, local governments reported that they consider:*

- *Will the event or use of funds bring people from out of town?*
- *Will the out-of-town visitors stay at motels, hotels, motor or trailers courts or other lodging facilities?*
- *Will out-of-town visitors be eating at local restaurants?*
- *Will out-of-town visitors frequent other stores, sites or attractions in the local area?*

The law does not further specify the types of acceptable expenditures. The law also does not mandate particular disclosures of expenditures at the county or municipality level. Given the broad discretion that counties and municipalities have in spending lodgers' tax revenue, the expenditure disclosures of the municipalities that the OSA received for Fiscal Year 2014 in connection with this Transparency Report appear to be consistent with the lodgers' tax Act.

### *Lodgers' Tax In a nutshell*

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Enacted in 1969, the Lodgers' Tax Act (Sections 3-38-13 et seq., NMSA 1978) enables an optional tax, imposed at the city or county level, on persons using commercial lodging accommodations. The tax provides revenues to administer the taxing program and to promote tourist-related events and other activities including advertising for promotion of events and supporting tourist-related facilities. The Act requires a five-member Lodgers' Tax Advisory Board appointed by the mayor or county commission chairman.

#### **Learn More**

For data on New Mexico lodgers' tax receipts visit:

The Bureau of Business and Economic Research:

<https://bber.unm.edu/econ/ltryear.htm>

New Mexico Department of Finance & Administration:

[http://nmdfa.state.nm.us/Financial Distribution.aspx](http://nmdfa.state.nm.us/Financial_Distribution.aspx)

**Case Studies**

The Office of the State Auditor conducted the following case studies, examining municipalities that impose a five percent lodgers' tax. Some of these municipalities also impose hospitality fees, convention center fees, and other items that may apply to the same transactions as the lodgers' tax.

**Albuquerque:** The City of Albuquerque reports that it uses lodgers' tax revenues for advertising, publicizing and promoting certain recreational and tourist facilities as well as acquisition and construction of such facilities as provided by law. The City of Albuquerque's expenditures of lodgers' tax revenue were payments for the following:

1. Debt service (\$5,115,000)
2. Albuquerque Convention & Visitors' Bureau operations (\$4,264,000)
3. Hispano Chamber of Commerce (\$581,000)
4. Indian Pueblo Cultural Center (\$30,000)
5. American Indian Chamber of Commerce (\$49,863)
6. SMG Convention Center management company (\$190,000)

**Carlsbad:** The City of Carlsbad reports that it uses lodgers' tax revenue to defray costs of advertising, publicizing, and promoting tourist-related attractions, facilities and events of the municipality or county and tourist facilities within the area. The City of Carlsbad also uses lodgers' tax funds for the Chamber of Commerce's management of its conference center as well as operations for its performing arts center and other promotional events. The City of Carlsbad's largest expenditures of lodgers' tax revenue were payments for the following:

1. Chamber of Commerce general advertising (\$303,083)
2. City facility management (\$282,333)
3. Erosion control at Pecos River Village (\$253,434)
4. Paving at Pecos River Village (\$80,875)
5. Museum exhibit expenses (\$46,314)
6. Nuclear Summit advertising (\$40,234)

**Gallup:** The City of Gallup reports using lodgers' tax revenues for the purposes of advertising, publicizing and promoting facilities and tourist attractions, and for acquiring, constructing and maintaining certain facilities related to tourism. The City of Gallup's largest expenditures of lodgers' tax revenue were for the following:

1. Debt service (\$420,999)
2. Red Rock Park Event Center operating costs (\$259,419)
3. Chamber of Commerce advertising (\$145,000)
4. National Junior High School Rodeo Finals Rodeo (\$119,534)
5. El Morro addition (\$55,333)
6. Chamber of Commerce Convention Center contract (\$50,000)

*Summary of Case Study Data*

Municipality	FY14 Audited Revenue*	FY14 Reported Expenditure
Albuquerque	\$10,789,915	\$10,229,863
Carlsbad	\$ 1,867,404	\$1,154,266
Gallup	\$ 1,253,927	\$1,518,467
Hobbs	\$ 1,524,140	\$1,573,328
Las Cruces	\$ 1,910,846	\$2,244,392
Santa Fe	\$ 8,376,475	\$8,000,000
Taos	\$ 1,034,548	\$ 1,119,928

\* Revenue does not include rollover from previous years.

**Hobbs:** The City of Hobbs reports using lodgers' tax revenues for advertising; promoting certain recreational and tourist-related attractions, facilities and events; and acquiring, establishing and operating tourist-related attractions, facilities or transportation systems. The City of Hobbs' largest expenditures of lodgers' tax revenue were for the following:

1. Payments to the Lea County Economic Development Corporation in connection with airline subsidies for the Lea County Regional Airport (\$500,000)
2. City of Hobbs security in connection with the Hobbs United States Specialty Sports Association League (\$228,604)
3. Lea County Fair and Rodeo Board (\$150,000)
4. Lea County Event Center (\$127,500)
5. Lea County Economic Development Corporation for airline advertising (\$106,674)
6. Southwest Symphony (\$91,990)

**Las Cruces:** The City of Las Cruces breaks its lodgers' tax budget into administration, sales and marketing expenditures, expenditures for the convention center, and sponsorships. The largest line items in the City of Las Cruces lodgers' tax budget were for the following:

1. Advertising (\$580,835)
2. General administration (\$355,327)
3. Sales and marketing purchased services (\$340,684)
4. Convention Center purchased services (\$128,496)
5. Sales and marketing classified employees (\$114,244)
6. Sales and marketing general travel (\$92,493)

**Santa Fe:** The City of Santa Fe reports that it uses lodgers' tax revenues for the purpose of advertising, publicizing and promoting facilities and tourist attractions; acquiring, constructing and maintaining tourist attractions and recreational facilities; and for all other legally permissible purposes. The City of Santa Fe also imposes a tax on lodging specifically for the Convention Center at an additional rate of two percent, with the revenue used to service debt associated with the Convention Center. In contrast, lodgers' tax revenue finances the operations of the Convention Center. The City of Santa Fe's largest expenditures of lodgers' tax revenue were for the following:

1. Debt service for the Convention Center (\$2,285,714)
2. Marketing for the Convention Center (\$1,714,286)
3. Payments to the Convention and Visitors' Bureau for the Convention Center's operations (\$1,142,857)
4. Arts Commission (\$1,142,857)
5. Special uses allocations distributed to the Convention and Visitors' Bureau for marketing (\$1,114,286)
6. Transit, solid waste and police and fire overtime in support of tourism activity (\$600,000)

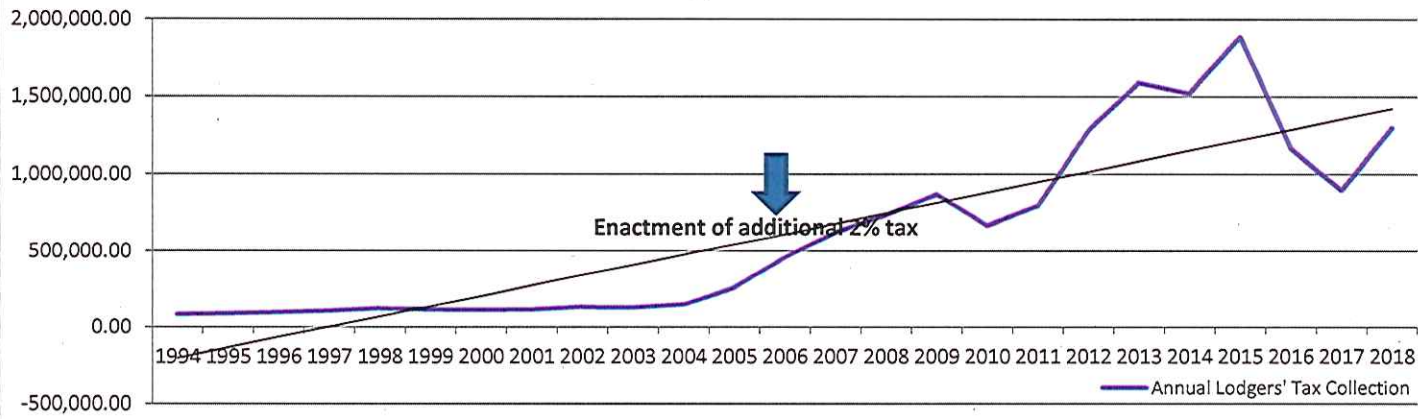
*NOTE: The City of Santa Fe's Fiscal Year 2015 annual financial audit contained a finding indicating the City overspent its lodgers' tax fund by \$104,024.*

**Taos:** The Town of Taos reports its lodgers' tax is used for marketing and promotion of Taos, visitor center operations, chile line transportation operations, and convention center operations. The Town of Taos' largest expenditures of lodgers' tax revenue were for the following:

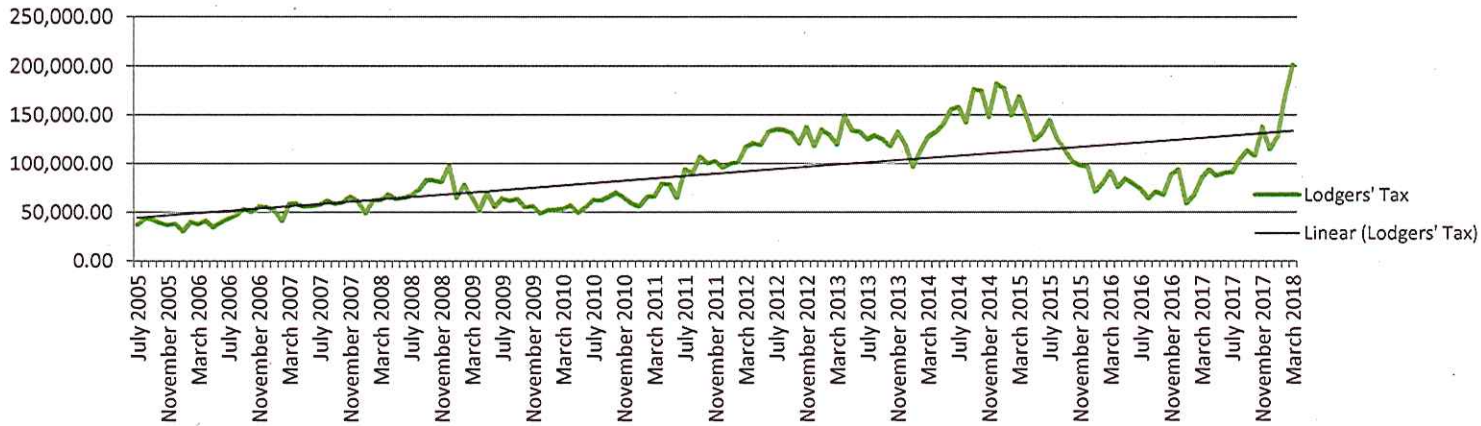
1. Payments to Griffin & Associates for advertising and marketing (\$369,818)
2. Visitors' Center personnel costs (\$217,918)
3. Town's portion of a public transportation grant match (\$208,470)
4. Visitors' Center operating costs (\$132,316)
5. Interfund transfer for the Civic Center (\$52,041)
6. Payments to DMC Broadcasting for advertising and marketing (\$18,620)



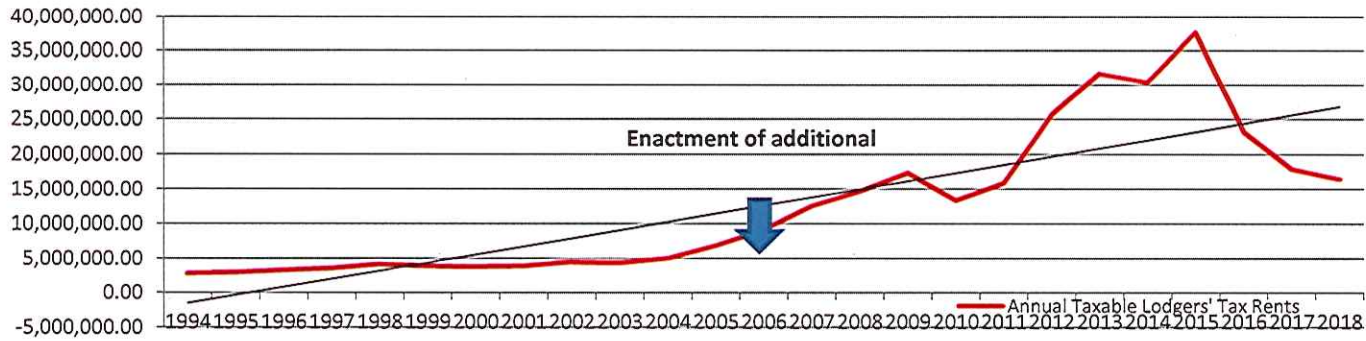
### Annual Lodgers' Tax Collection



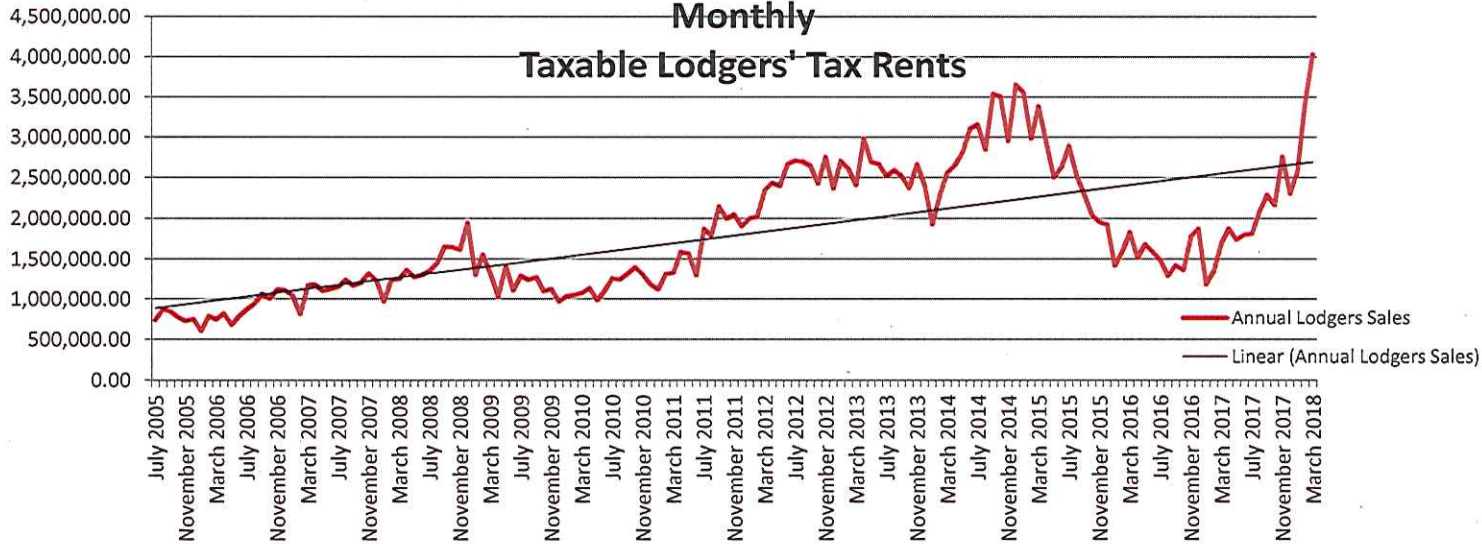
### Monthly Lodgers' Tax Collection



### Annual Taxable Lodgers' Tax Rents



### Monthly Taxable Lodgers' Tax Rents



City of Hobbs  
Analysis of Annual Lodgers' Tax Requests/Quarterly Funding Requests

Exhibit A

Non Profit/For Profit Entities 2019 Funding Annual RFP:		City Commission Recommended	Lodgers' Tax Board Recommended	3 members pres VOTE	MOTION CHANGE	FY 2019 Requested Funding	(current) FY 2018 Approved Funding	(current) FY 2017 Approved Funding	(current) FY 2016 Approved Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	(current) FY 2013 Approved Funding	Difference from 2015 to 2016	Category
	EDC - Airline Subsidy		392,000.00			392,000.00	235,162.89	279,497.62	500,000.00	500,000.00	500,000.00	250,000.00	(220,502.38)	airline
	EDC - Promotion of Airline							-	107,000.00	107,000.00	107,000.00	179,338.00	(107,000.00)	airline
	<b>TOTAL ALLOCATION FOR EDC</b>	-	392,000.00	-		392,000.00	235,162.89	279,497.62	607,000.00	607,000.00	607,000.00	429,338.00	(327,502.38)	
	City of Hobbs Parks and Recreation-Nat. Fastpitch Assoc.								17,400.00				-	local govt
1	City of Hobbs-Rockwind Golf Course Marketing	-	54,655.00	3-0 by lodgers' bd		54,655.00	66,500.00	75,000.00	132,559.10	504,314.44			(429,314.44)	local govt
2	CORE (Marketing)		88,800.00	3-0 by lodgers' bd		88,800.00	99,800.00		-				-	local govt
	<b>CORE (Operating)</b>		500,000.00	3-0 by lodgers' bd		500,000.00								
	City of Hobbs - NMML								175,000.00					
3	Hobbs Downtown Slam & Jam Gus Macker Basketball Tour.		36,500.00	3-0 by lodgers' bd		36,500.00	-	78,500.00	100,000.00	125,300.00	19,645.00	46,315.00	(46,800.00)	local govt
	Lea County Fairgrounds									9,000.00	9,540.00	9,250.00	(9,000.00)	local govt
4	Lea County Fair & Rodeo Board		-	2-1 by lodgers' bd		100,700.00			175,000.00	175,000.00	150,000.00	50,000.00	(175,000.00)	local govt
4	Lea County Event Center		25,000.00	3-0 by lodgers' bd	25,000.00	100,950.00	25,000.00	50,000.00	50,000.00	175,000.00	163,600.00	100,000.00	(125,000.00)	local govt
	Lea County Subsidy for Lea County Airport Hanger	-	-								-	250,000.00	-	local govt
	<b>TOTAL ALLOCATION FOR LEA COUNTY/CITY OF HOBBS</b>	-	704,955.00	-		881,605.00	191,300.00	203,500.00	649,959.10	988,614.44	342,785.00	455,565.00	(785,114.44)	
5	Juneteenth		-	2-1 by lodgers' bd	4,900.00	9,800.00	3,716.00	-	7,383.00	7,383.00	7,383.00	7,003.00	(7,383.00)	NP
6	New Mexico National Black Chamber of Commerce		-	2-1 by lodgers' bd	5,000.00	8,800.00	4,930.31	-	19,250.00	34,000.00	100,000.00	14,795.00	(34,000.00)	NP
	Community Players of Hobbs (Community Playhouse)		-	-			-	-	17,900.00	17,900.00	17,900.00	-	(17,900.00)	NP
7	Hobbs Chamber of Commerce -Holiday Tourn/feBREWary Fest. (note: 10,859.74 Hobbs Holiday Tourney + 6,263.48 feBREWary Fest + 4,110.00 August Nites)		21,233.22	3-0 by lodgers' bd	21,233.22	21,233.22	10,000.00	8,443.43	16,600.00	16,580.00		-	(8,136.57)	NP
										15,000.00	62,900.00	16,800.00	(15,000.00)	NP
8	Hispano Chamber of Commerce Foundation - Mariachi Christmas		20,000.00	3-0 by lodgers' bd		20,000.00	10,000.00	13,450.00	23,500.00	24,125.00	20,000.00	20,000.00	(10,675.00)	NP
	Hispano Chamber of Commerce Foundation - Fiestas De Septiembre		-	2-1 by lodgers' bd		25,000.00	16,000.00	17,500.00	26,000.00	26,025.00	25,000.00	26,000.00	(8,525.00)	NP
9	Hobbs Kennel Club (Awarded 2,500 dollars by Lodgers Board < 10 K)		3,300.00	3-0 by lodgers' bd	<10k	3,300.00	3,200.00	2,600.00	2,500.00		4,000.00	4,000.00	2,600.00	NP
	Lea County Commission of the Arts						10,000.00	10,000.00	25,000.00	40,000.00		9,174.00	(30,000.00)	NP
	Lea County Museum								25,000.00	25,000.00	50,000.00	50,000.00	(25,000.00)	NP
	Light of Lea County							10,000.00	19,553.54	15,804.30			(5,804.30)	NP
10	Southwest Symphony		62,012.50	3-0 by lodgers' bd		62,012.50	22,500.00	25,000.00	79,770.00	83,792.00	92,990.00	45,522.00	(58,792.00)	NP
	United Way - Chili Fest (Awarded 9,500 dollars by Lodgers Board < 10 K)								9,500.00		9,475.00	9,425.00	-	NP
11	Hobbs USSSA (Hobbs - 32,500/ Permian Basin - 47,500)		80,000.00	3-0 by lodgers' bd		80,000.00	70,000.00	70,000.00	123,000.00		3,500.00		70,000.00	NP
12	Western Heritage Museum Complex		45,645.00	3-0 by lodgers' bd		45,645.00	18,000.00	20,000.00	50,000.00	121,850.00	96,850.00	46,500.50	(101,850.00)	public entity
13	Cinco De Mayo		-	2-1 by lodgers' bd		10,000.00			10,000.00					
	<b>TOTAL ALLOCATION FOR NON-PROFITS</b>	-	232,190.72	-		275,790.72	168,346.31	176,993.43	444,956.54	305,609.30	393,148.00	210,244.00	(128,615.87)	
14	Tuff Hedeman Championship Bull Riding		-	lack of second		20,000.00	10,000.00	18,000.00	20,000.00			20,000.00	18,000.00	P
15	Cycle City Promotions-Kicker Arenacross/Monster Truck (note original 2 requests = \$60,200 only \$50,000 on profit entities)		50,000.00	3-0 by lodgers' bd		50,000.00	17,500.00	35,000.00	50,000.00	50,000.00	47,700.00		(15,000.00)	P
16	IMPACTO - JAG Promotions, LLC		-	2-1 by lodgers' bd		9,500.00		4,500.00	9,500.00					NP
	<b>TOTAL ALLOCATION FOR FOR-PROFITS</b>	-	50,000.00	-		79,500.00		53,000.00	70,000.00	50,000.00	47,700.00	20,000.00	3,000.00	
	City of Hobbs - Fire and Police (15% allocation)		195,000.00			195,000.00	195,000.00	142,500.00	169,742.00	195,000.00	228,604.86	257,602.80	(52,500.00)	security
	<b>TOTAL REQUESTED ALLOCATION</b>	-	1,574,145.72	-		1,823,895.72	789,809.20	855,491.05	1,941,657.64	2,146,223.74	1,619,237.86	1,372,749.80	(1,290,732.69)	

Non Profit/For Profit Entities 2019 Funding Annual RFP:	City Commission Recommended	Lodgers' Tax Board Recommended	3 members pres VOTE	MOTION CHANGE	FY 2019 Requested Funding	(current) FY 2018 Approved Funding	(current) FY 2017 Approved Funding	(current) FY 2016 Approved Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	(current) FY 2013 Approved Funding	Difference from 2015 to 2016	Category
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Ordinance Caps:	2-28-2018	2019	2019 Cap	Requested 2019 Amount	Lodgers Tax Board 2019 Recommend	Commission 2019 Recommend	Requested (Under)/Over Cap/Cash
	Beginning Cash	Cap Amount	Amount plus Beginning Cash				
Security and Sanitation (15%)	-	195,000.00	195,000.00	195,000.00	-	195,000.00	-
Non-Profit/For Profit/Public Entity (20%)	198,261.91	260,000.00	458,261.91	355,290.72	-	282,190.72	176,071.19
City and County (40%)	484,944.46	520,000.00	1,004,944.46	881,605.00	-	704,955.00	299,989.46
Airline (25%)	67,000.00	325,000.00	392,000.00	392,000.00	-	392,000.00	-
<b>TOTAL</b>	<b>750,206.37</b>	<b>1,300,000.00</b>	<b>2,050,206.37</b>	<b>1,823,895.72</b>	<b>-</b>	<b>1,574,145.72</b>	<b>476,060.65</b>