

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

August 6, 2018



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

Monday, August 6, 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

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 16, 2018, Regular Commission Meeting
2. Minutes of the July 16, 2018, Commission Work Session

PROCLAMATIONS AND AWARDS OF MERIT

None

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. 6689 - Designating Persons Qualified as an Acting Municipal Judge (Bobby Arther) and Setting Forth Compensation for Acting Municipal Judge *(Efren Cortez, City Attorney)*
4. Resolution No. 6690 - Appointing a Voting Delegate and Alternate Delegate for the Annual Conference of the New Mexico Municipal League in Roswell, New Mexico *(Jan Fletcher, City Clerk)*
5. Resolution No. 6691 - Authorizing a Special Variance to the City's Noise Ordinance During Hobbs August Nites on August 17-18, 2018 *(Jan Fletcher, City Clerk)*
6. Resolution No. 6692 - Authorizing a Memorandum of Understanding Between the Hobbs Police Department and the Lea County Sheriff's Department to Share Grant Funding from the 2018 Edward Byrne Memorial Justice Assistance Grant Program *(Chris McCall, Police Chief)*
7. Resolution No. 6693 - Authorizing the City of Hobbs to Enter into a Contract with the New Mexico Non-Metro Area Agency on Aging for Funding to Provide Meal Services for the Senior Center *(Dalia Conken, Senior Affairs Coordinator)*
8. Resolution No. 6694 - Authorizing a Grant Agreement with PetSmart Charities in the Amount of \$10,000.00 for the Hobbs Animal Adoption Center *(Melissa Funk, Hobbs Animal Adoption Center Manager)*

DISCUSSION

9. Discussion and Prioritization of the Top 10 Projects for the FY 2020-2024 Infrastructure Capital Improvements Plan (ICIP) *(Kevin Robinson, Planning Department)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

10. **PUBLIC HEARING**: Resolution No. 6695 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #36 for Transfer of Ownership of Liquor License No. 4006 Located at 2810 North Lovington Highway, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
11. **PUBLIC HEARING**: Resolution No. 6696 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #138 for Transfer of Ownership of Liquor License No. 0806 Located at 4308 North Grimes, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
12. **PUBLIC HEARING**: Resolution No. 6697 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #142 for Transfer of Ownership of Liquor License No. 0394 Located at 316 North Marland, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
13. **PUBLIC HEARING**: Resolution No. 6698 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #144 for Transfer of Ownership of Liquor License No. 0036 Located at 100 East Marland, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
14. **PUBLIC HEARING**: Resolution No. 6699 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #145 for Transfer of Ownership of Liquor License No. 1058 Located at 3709 North Dal Paso, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
15. **PUBLIC HEARING**: Resolution No. 6700 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #146 for Transfer of Ownership of Liquor License No. 0885 Located at 5312 Lovington Highway, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
16. Resolution No. 6701 - Authorizing an Amended Professional Services Agreement with the Community Drug Coalition of Lea County for FY 18-19 to Include an Intervention Sentencing Program (*Efren Cortez, City Attorney*)
17. Consideration of Approval of Bid No. 1564-18 for the Aerobic Digester Replacement Project and Recommendation to Accept the Base Bid of RMCI, Inc., in the Amount of \$8,982,000.00 Plus NMGRT (*Tim Woomer, Utilities Director*)
18. Consideration of Approval to Enter Into a GSA Contract with Bohannan Huston for the Purchase of Mobile LiDAR and GIS Data Development Services in the Amount of \$197,587.00 Plus NMGRT (*Todd Randall, City Engineer*)

19. Resolution No. 6702 - Approving the Right-of-Way Management Policy, Applications and Setting Permit and License Fees as Per Hobbs Municipal Code 12.01.120 *(Kevin Robinson, Planning Department)*
20. Resolution No. 6703 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single Family Housing *(Kevin Robinson, Planning Department)*
21. Resolution No. 6704 - Approving a Development Agreement with Sombra Homes, LLC, Concerning the Development of Market Rate Single Family Housing *(Kevin Robinson, Planning Department)*
22. Resolution No. 6705 - Approving a Development Agreement with Ken Berry Construction Concerning the Development of Market Rate Single Family Housing *(Kevin Robinson, Planning Department)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

23. Next Meeting Date:

- ▶ City Commission Regular Meeting
Monday, August 20, 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.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 1, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of July 16, 2018
- ▶ Work Session of July 16, 2018

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

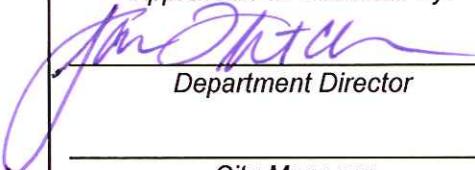
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 16, 2018, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present: Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Chris McCall, Police Chief
Shane Blevins, Police Captain
Brian Dunlap, Deputy Police Chief
Barry Young, Deputy Fire Chief
Chris Davis, Battalion Chief
Kevin Shearer, Fire Captain
Michael Prudencio, Fire Captain
Todd Randall, City Engineer
Kevin Robinson, Development Director
Raymond Bonilla, Community Services Director
Ben Maynes, Building Official
Doug McDaniel, Parks and Recreation Director
Ron Roberts, Information Technology Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
24 citizens

Invocation and Pledge of Allegiance

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

Mayor Cobb recognized Mr. Mike Gallagher, Lea County Manager, Mr. Gary Schubert of the Economic Development Corporation of Lea County (EDC) and very special guest, Mr. John Boyd, former Hobbs City Commissioner, in the audience.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on July 2, 2018, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Acting City Manager Gomez announced the names of the following employees who have reached milestone service awards with the City of Hobbs for the month of July, 2018:

- ▶ 5 years - Jonathan Grandi, Hobbs Fire Department
- ▶ 5 years - Tanya Sanchez, Teen Center
- ▶ 5 years - Matthew Olenik, Hobbs Police Department
- ▶ 10 years - Jackie White, Motor Vehicle Department
- ▶ 10 years - Jonathan Bilano, Hobbs Fire Department
- ▶ 10 years - Mildred English, Hobbs Police Department
- ▶ 10 years - Cortez Mackey, Hobbs Police Department
- ▶ 25 years - Robert Trevino, General Services Department

Acting City Manager Gomez thanked the Commission for recognizing the employees for their service to the City. He stated the employees are the most important resource within the organization. He expressed thanks and appreciation to the employees and their families.

Public Comments

Ms. Meghan Mooney recognized Ms. Anna Lowe as the President of the Rotary Interact Club and this year's representative of Hobbs Rotary Interact Club at RYLA Camp. Ms. Lowe stated she will be a Senior at Hobbs High School this upcoming school year, and she is excited about having the opportunity to voice her ideas as President of the Club. Ms. Lowe stated it will be a great experience to learn more about becoming a better person and leader at the RYLA Camp.

Consent Agenda

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

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

Resolution No. 6682 - Authorizing the Mayor to Execute an Agreement Between the City of Hobbs and the Southeastern New Mexico Economic Development District/COG for Membership Renewal for FY 18 in the Amount of \$10,237.00.

Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the agreement and supporting documentation are attached and made a part of these minutes.

Discussion

There were no items for discussion presented.

Action Items

Resolution No. 6683 - Approving the 4th Quarter FY 2018 DFA Report for Lodgers' Tax.

Mr. Toby Spears, Finance Director, explained the resolution and stated the State requires the 4th Quarter DFA Report for Lodgers' Tax to be approved by the governing body. He stated the ending cash balance for the Lodgers' Tax fund is in the amount of \$1,382,920.55. He stated the total lodgers' tax revenue for the 4th quarter is \$678,596.70 and the total expenditures are \$761,627.69.

Commissioner Penick moved to approve Resolution No. 6683 as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6684 - Approving the 4th Quarter DFA Financial Report for FY 2018.

Mr. Spears explained the resolution and stated governing body approval is required for the 4th Quarter DFA Financial Report. He stated the cash balance at the end of June, 2018, was \$98,600,331.10 for all restricted and unrestricted funds. Mr. Spears stated the City's year-to-date actual revenues for the period ending June 30, 2018, is \$120,707,995.14 with expenditures of \$128,889,698.06. Mr. Spears thanked Ms. Deborah Corral, Assistant Finance Director, for all of her hard work and closing out the FY 17-18 year within two weeks of the end of the fiscal year.

Commissioner Newman moved to approve Resolution No. 6684 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows:

Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6685 - Approving a Budgetary Adjustment for FY 18-19.

Mr. Spears explained the resolution and stated the Preliminary Budget for the City of Hobbs was approved by the Commission on May 21, 2018. He stated this adjustment incorporates the adjusted cash balances as of June 30, 2018. Mr. Spears also stated this adjustment incorporates a few new items for consideration along with items budgeted in FY 17-18 but not completed and requested for carry-over into the current year. He stated the adjustments to transfer have been made to meet State of New Mexico requirements, while maximizing the cash balance in the General Fund. Mr. Spears stated the Property Tax Budget Supporting Schedule had to be readjusted to a negative amount of \$197,619.00. He stated the current reserve is 32% of which 1% is equivalent to \$600,000.00. Mr. Spears added that DFA requires cities to maintain a 1/12th in reserve but the City's policy is to reserve 3/12ths which equals to 30%.

In response to Mayor Cobb's question, Mr. Mike Gallagher, Lea County Manager, stated he will inquire why the Property Tax Budget Supporting Schedule is less than last year, as this year has a much better economy.

Commissioner Penick moved to approve Resolution No. 6685 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6686 - Authorizing a Memorandum of Understanding with Lea County for Airline Subsidy Funding for FY 18-19.

Mr. Efren Cortez, City Attorney, explained the resolution and terms of the agreement. He stated the City of Hobbs and Lea County will each provide subsidy funding up to \$1.15 million for airline services which provides a significant economic benefit to Lea County. Mr. Cortez confirmed this agreement meets and satisfies all requirements outlined under State law.

Commissioner Newman moved to approve Resolution No. 6686 as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6687 - Authorizing the Mayor to Execute a Professional Services Agreement with the Economic Development Corporation of Lea County for the Airline Subsidy for FY 18-19.

Ms. Geni Cavanaugh and Mr. Finn Smith of the EDC presented a PowerPoint presentation to the Commission and report regarding the impact of the airline services in Lea County. The presentation included the following information:

- ▶ The History of the United Airline services
- ▶ Overall Economic Benefits
- ▶ Overall Economic Development Importance
- ▶ Visitor Industry Benefits
- ▶ Medical Service/Higher Education/Cultural Benefits
- ▶ Current State of the Service
- ▶ Campaign Refresh
- ▶ Recreational Travel and Business Travel
- ▶ Print, Social Media Results
- ▶ Google Advertising Results
- ▶ Continuing the Service/Cost

Mayor Cobb encouraged everyone to check the fares with "Fly Hobbs" for lower rates.

Mr. Efren Cortez, City Attorney, explained the resolution and stated the City of Hobbs and Lea County will each provide subsidy funding up to \$1.15 million each to the Economic Development Corporation of Lea County for the airline subsidy. He also stated both of the contracts for the Economic Development Corporation have been combined into one contract which includes the \$1.15 million for the airline subsidy; \$107,000.00 for marketing of the Fly Hobbs campaign; and \$250,000.00 for operations/special projects.

Commissioner Calderón moved to approve Resolution No. 6687 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6688 - Approval of Publication of Terms and Conditions for the Disposition of Real Property Located at 3425 North Northwest.

Mr. Kevin Robinson, Development Director, explained the resolution and stated the City owns real property located at 3425 N. Northwest. He stated the adoption of this resolution authorizes publication of the terms and conditions which is the first step in selling this property through a process that promotes full, fair and open competition and is compliant with NMSA 3-54-1. Mr. Robinson stated the property is a single family residential townhouse comprised of 1,600 square feet containing three bedrooms and

two baths. He added the current appraisal for the property sets the fair market value at \$158,000.00 and the attached term and conditions requires a minimum offer of no less than \$150,100.00 or 5% below the appraised value. Mr. Robinson stated the terms and conditions will be published at least three times in the local newspaper and there will be a total of three Saturday viewing times for the property. He stated offers will be opened on August 27, 2018.

Commissioner Newman moved to approve Resolution No. 6688 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval and Clarification of the Minimum Qualifications for a City Manager.

Mr. Nicholas Goulet, Human Resources Director, stated the City held a work session today at 5:00 p.m. to discuss the clarification of the minimum qualifications for a City Manager. He stated the City is seeking approval for the 2017 Originally Proposed Minimum Qualifications for a City Manager as follows:

Education/ Experience:

- Bachelor's Degree in Public Administration, Business Administration or a related field with ten years of increasingly responsible experience managing a governmental entity with seven years of senior management experience at a departmental level or higher; or
- Master's Degree in Public Administration, Business Administration or a related field with seven years of increasingly responsible experience managing a governmental entity, with five years of senior management experience at a department level or higher.

Mr. Goulet stated the 2017 Originally Proposed Minimum Qualifications for a City Manager will allow eligible internal employees from the City to apply for the City Manager position.

Following some brief discussion, Commissioner Newman moved to approve the 2017 Originally Proposed Minimum Qualifications for a City Manager. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor no, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated the next Commission meeting will be held on Monday, August 6, 2018.

Acting City Manager/Fire Chief Manny Gomez thanked Mr. Spears, Ms. Corral and all of the Department Heads for their contributions and hard work on the budget process. He also thanked the Commission for its support of the budget.

Commissioner Gerth stated it is a new year and City employees need to manage their budgets wisely.

Commissioner Mills stated he has been a Commissioner for a few months and appreciates City staff for being very welcoming. He stated he has had a wonderful experience with staff and is very impressed with the service provided to the community. Commissioner Mills stated as we proceed with a new fiscal year, he feels the Commission needs to give serious consideration to the Taylor Ranch Park and a Veterans Memorial.

Commissioner Calderón thanked Police Chief Chris McCall for a great PACT event at Booker T. Washington. He also gave thanks to Mr. Doug McDaniel, Parks and Recreation Director, for the City's great looking splash pads.

Commissioner Penick thanked City staff for being very welcoming. He, too, stated he would like to see a new Veterans' Memorial.

Commissioner Newman thanked the EDC representatives for all they do in the community.

Mayor Cobb thanked everyone in the audience for their attendance tonight

Adjournment

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, July 16, 2018, at 5:00 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico.

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

Mayor Sam D. Cobb
Commissioner Marshall Newman
Commissioner Christopher Mills
Commissioner Pat Taylor
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present were Acting City Manager/Fire Chief Manny Gomez, Mr. Efren Cortez, City Attorney, Ms. Jan Fletcher, City Clerk and Ms. Mollie Maldonado, Deputy Clerk. Other staff members and public were also present.

Discussion of the Minimum Qualifications of the City Manager's Position.

Mr. Nicholas Goulet, Human Resources Director, presented a PowerPoint presentation to the Commission regarding the minimum qualifications for the City Manager's position. He stated the goal of City staff is to get a working document that meets the wants and needs of the Commission going forward regarding the minimum qualifications for the next City Manager.

Mr. Goulet explained the three different documents outlining the minimum qualifications for the position as follows:

History – April 2012

Minimum Requirements – Education and Experience:

- BA/BS Degree in related field with 15 years of municipal experience
- OR-
- Master of Public Administration and ten years of municipal experience
- Minimum of four years as the City Manager or Assistant City Manager in a community with a population of 20,000, or a General Fund budget of at least \$20 Million, or at least 250 employees.
- Established, verifiable history of successful partnerships with community leaders and related entities.
- Preferred – Minimum of five years experience with public employee labor unions.

- Minimum Qualifications – Knowledge, Skills and Abilities Considerable knowledge of modern policies and practices of public administration.
- Skill in preparing and administering municipal budgets; skill in planning, directing and administering municipal programs.
- Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials and the public; ability to efficiently and effectively administer a municipal government.

Mr. Goulet stated the minimum qualifications were lowered due to lack of qualified applicants. The following qualifications were lowered to accommodate more qualified applicants:

- BA/BS Degree in related field and ten years municipal experience.
- Master of Public Administration and seven years municipal experience.
- Minimum of four years as a City Manager of Asst. City Manager in a community with a population of at least 15,000 (20,000), or a General Fund budget of at least \$10 Million (\$20 Million), or at least 100 (250) city employees.

Mr. Goulet stated all knowledge, skills, abilities and the preferred qualifications stayed the same with the exception of years of experience requested with union experience. Years were removed and any experience would be accepted.

2017 – Originally Proposed – Minimum Qualifications

- Bachelor's Degree in Public Administration, Business Administration or a related field with ten years of increasingly responsible experience managing a governmental entity with seven years of senior management experience at a departmental level or higher.
-OR-
- Master's Degree in Public Administration, Business Administration or a related field with seven years of increasingly responsible experience managing a governmental entity, with five years of senior management experience at a department level or higher.

2017 – Originally Proposed – Minimum Qualifications
(Commission Meeting Changes)

Mr. Goulet stated that as a point of order at a Commission meeting, Commissioner Calderón made a motion that specific position levels be added and the removal of “managing a governmental entity with seven years of senior management experience at a departmental level or higher” be removed, and the specific position levels of Assistant City Manager/ Assistant County Manager or higher were added. The levels were also added to the “in addition” section. He stated at that meeting, there was “acting” language added that was unintended and did not meet expectations that needed to be removed.

Mr. Goulet stated in February, 2018, Commissioner Calderón suggested “Department Heads of larger organizations may be considered” be added to the edited version. He stated that he will need additional information if this language is selected.

Mr. Goulet expressed the importance to remember that these are minimum qualifications only. The selected candidate could have qualifications that exceed listed requirements. He stated every time that the qualifications are changed, the qualified “pool” of applicants also changes. Mr. Goulet stated when staff proposed the original qualifications document, it made the requirements much harder to obtain from 2012 to 2018. He stated the new challenges for the City since 2012 are public safety, the CORE, Rockwind Community Links and overall staffing challenges.

Mr. Goulet stated as it is currently written, a current City employee may not apply for the City Manager position. Following some discussion, several Commissioners stated internal employees should be able to apply for the City Manager position.

In response to Commissioner Calderon’s question, Mr. Goulet stated the decision of using a head hunter is up to the Commission. He stated the City has the option to hire a head hunter or staff can do the hiring process for a City Manager internally. He stated there are funds budgeted to hire a head hunter.

Mayor Cobb stated one of the differences from prior years is that Hobbs is more well known now. In answer to Mayor Cobb’s question about using ICMA, Mr. Goulet stated if the City were handling the posting, the job vacancy would be posted on sites such as Indeed, Monster, Strategic Resources, ICMA, and all of the partners that the City has, whether they be within a geographical region or from ocean to ocean.

Mayor Cobb stated if the City does not get good quality candidate response or does not receive a good number of applications, the City could then do a professional recruitment.

Mr. Goulet stated the cost of a head hunter is not cheap as the cost will be anywhere between \$25,000 and \$35,000 to do a professional search.

Following some discussion, Mayor Cobb stated the City Commissioners will have an opportunity to look at each resume in the Human Resources Office.

Commissioner Taylor stated she prefers the City Manager to be hired externally and an Assistant City Manager to be hired internally.

There being no further discussion, the work session adjourned at 5:45 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: A Resolution Designating Persons Qualified as an Acting Municipal Judge and Setting Forth Compensation.

DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

Section 2.12.050 of the Hobbs Municipal Code requires that a list of persons designated by the City Commission as qualified to be Acting Municipal Judge be prepared annually. Bobby Arther has completed a judicial training program and is willing to be placed on said list and serve as Acting Municipal Judge if appointed by the Municipal Judge. Section 2.12.050 also provides that the compensation for Acting Municipal Judge be set by resolution at the time the list is prepared. This resolution would place Bobby Arther on the list of persons designated as qualified to be Acting Municipal judge and set the compensation at a rate of \$150.00 per day.

Fiscal Impact:

Salary of the Acting Municipal judge shall be paid from the Municipal Court budget at a rate of \$150.00 per day. The total cost to the City per year will be determined by the number of days the Acting Municipal Judge actually serves. The total costs shall not exceed \$20,000.00.

Reviewed By: 
Finance Department

Attachments:
Resolution

Legal Review:


Approved As To Form: 
City Attorney

Recommendation:
Approve Resolution.

Approved For Submittal By:



Department Director


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. 6689

A RESOLUTION DESIGNATING PERSON(S) QUALIFIED
AS AN ACTING MUNICIPAL JUDGE AND
SETTING FORTH COMPENSATION FOR ACTING MUNICIPAL JUDGE

WHEREAS, at times the need for judicial action occurs when the Municipal Judge is not available; and

WHEREAS, Section 2.12.050 of the Hobbs Municipal Code provides that a list of persons designated by the City Commission as qualified Acting Municipal Judge be prepared; and

WHEREAS, Bobby Arther is willing to be placed on the list of those qualified to be Acting Municipal Judge;

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

A. The list of names of people designated by the City Commission as qualified to be Acting Municipal Judge during the upcoming year shall include Bobby Arther.

B. The designated person(s) shall be appointed in writing by the elected Municipal Judge and the appointment shall be filed in the office of the City Clerk and in the office of the Municipal Court Clerk.

C. Upon appointment, the designated person(s) shall be duly qualified to act in the absence of the Municipal Judge with full powers of such office vested in the municipal judge on all occasions that he may reside over the court.

D. The Acting Municipal Judge, as a condition of discharging the duties of that office, is not required to complete annual judicial training programs as required of the Municipal Judge. However, no municipal judge shall receive a salary until such judge has

successfully completed a judicial training program and received a certificate of completion from the Administrative Office of the Courts, or has been exempted from the required judicial training program by the Chief Justice of the Supreme Court. Any cost associated with initial certification or refresher training, if required, shall be at the responsibility of the appointee.

E. Upon appointment by the Municipal Judge and completion of the required judicial training program or exemption from the program by the Chief Justice of the Supreme Court, the Acting Municipal Judge will be compensated at a rate of \$150.00 per day.

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: VOTING DELEGATE AND ALTERNATE FOR THE 61ST ANNUAL CONFERENCE OF THE NEW MEXICO MUNICIPAL LEAGUE IN ROSWELL

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 24, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The 61st Annual Conference of the NMML will be held on August 29-31, 2018, in Roswell, New Mexico, and the City of Hobbs is entitled to designate a Voting Delegate and Alternate to attend the annual business meeting and vote on the election of officers and all other questions or business at the annual meeting.

Fiscal Impact:

N/A

Reviewed By: _____

Finance Department

Attachments:

- ▶ Resolution Appointing Voting Delegate and Alternate
- ▶ NMML Information Packet

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director

City Manager

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

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

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

CITY OF HOBBS

RESOLUTION NO. 6690

A RESOLUTION APPOINTING A VOTING DELEGATE
AND ALTERNATE DELEGATE FOR THE
ANNUAL NEW MEXICO MUNICIPAL LEAGUE CONFERENCE

WHEREAS, the Annual Conference of the New Mexico Municipal League will be held August 29 - 31, 2018, in Roswell, New Mexico; and

WHEREAS, officers will be elected and the Annual Statement of Municipal Policy and Annual Conference Resolutions will be adopted at the Annual Business Meeting; and

WHEREAS, each member municipality in good standing that is registered and attending the conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the business meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that DON GERTH is hereby appointed as the Voting Delegate for the City of Hobbs at the Annual Conference of the New Mexico Municipal League and JOSEPH D. CALDERÓN is hereby appointed as the Alternate Voting Delegate.

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/GOVERNING BODY MEMBERS
FROM: William F. Fulginiti, Executive Director
SUBJECT: 2018 ANNUAL CONFERENCE VOTING DELEGATES
DATE: July 13, 2018

The 61st Annual Conference of the NM Municipal League will be held August 29th through the 31st in Roswell.

At the Annual Business Meeting on Thursday, August 30th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term and one Director-at-Large for a 1-Year Term will be elected. Also, the *Annual Statement of Municipal Policy* and *Annual Conference Resolutions* will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the *Policy Process Outline* and the *Annual Business Meeting Rules and Procedures*.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. The Voting Delegate and Alternate must be persons planning to attend the Conference. Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and return this form to the League Office no later than Wednesday, August 22, 2018.

This is not an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference Registration.

Municipality: CITY OF HOBBS
Voting Delegate: DON GERTH Title: CITY COMMISSIONER
Alternate: JOSEPH D. CALDERON Title: CITY COMMISSIONER
Approved By: SAM D. COBB, Mayor

RETURN BY AUGUST 22, 2018 to:

Jackie Portillo, Support Services Coordinator
NM Municipal League
P.O. Box 846 - Santa Fe, NM 87504
jportillo@nmml.org
Fax: 505-984-1392



ANNUAL CONFERENCE

POLICY PROCESS OUTLINE

and

ANNUAL BUSINESS MEETING

RULES and PROCEDURES

August 30, 2018
Roswell, NM

POLICY PROCESS OUTLINE

PRIOR TO ANNUAL CONFERENCE

1. Policy Committees meet to review previous year's conference Resolutions and Statement of Municipal Policy, as well as newly submitted Resolutions and statements to be added to Policy. Proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Committee makes necessary amendments and adopts, rejects, refers to appropriate other committee or (if resolution is not germane to coming session) refers to following year's committee, all by simple majority of votes cast.

Committee prioritizes all Resolutions it adopts (including those staff is directed to draft) as "High," "Medium" or "Low" priority. Committee then ranks all "High" priority Resolutions in descending order, with "1" as highest rank.

Policy Committee recommendations go to the Resolutions Committee.

2. Resolutions Committee meets and reviews proposed Resolutions and proposed Statement of Municipal Policy amendments as submitted by Policy Committees. Additional proposed Resolutions or proposed Policy Statement amendments may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee makes necessary amendments and adopts or rejects by simple majority of votes cast.

Resolutions Committee recommendations, adopted by simple majority of votes cast, go to Annual Business Meeting at the Annual Conference.

LEAGUE ANNUAL CONFERENCE

3. Resolutions Committee meets to consider additional proposed Resolutions or proposed Policy Statement amendments which have not been considered at its pre-conference meeting. Such proposals may be submitted by Committee members, member municipalities or League subsections. Resolutions Committee adopts or rejects by simple majority of votes cast, any new Resolutions or amended Policy Statement.

Resolutions Committee recommendations go to Annual Business Meeting.

4. The Annual Business Meeting reviews proposed Resolutions and proposed Statement of Municipal Policy amendments submitted by Resolutions Committee. The Annual Business Meeting makes necessary amendments and adopts or rejects by simple majority of votes cast.

Conference Resolutions and the Statement of Municipal Policy adopted by the Annual Business Meeting become the League's official documents for the year ending with the next Annual Business Meeting.

AFTER ANNUAL CONFERENCE

5. At a Fall meeting of the League Board of Directors, the Board reviews the Conference Resolutions and prioritizes them for action in the upcoming legislative session. The Board then selects its top priorities to become the League's primary legislative agenda.

* * * * *

In addition, at a joint meeting of the Boards of Directors of the League and the New Mexico Association of Counties, the two boards select those resolutions of the two associations which they jointly agree deserve joint association support in the legislative session.

ANNUAL BUSINESS MEETING

RULES AND PROCEDURES

1.0 **PRESIDING OFFICER.** The Presiding Officer of the Annual Business Meeting shall be the President who shall call the business meeting to order. If the President is absent from the meeting, the presiding officer will be determined in the following order:

- President-Elect
- Vice-President
- Treasurer
- A member of the Board of Directors selected by the Board.

2.0 **FLOOR RULES.** The Presiding Officer shall control the conduct of the meeting and all floor actions, subject to challenge from delegates or the parliamentarian, if any. The Presiding Officer will take motions and seconds from the floor on matters of business, will recognize the call for the question and ask for the official vote from voting delegates. The Presiding Officer will recognize those parties wishing to address the voting delegates.

The business on the floor shall be directed by the following requirements and guidelines:

2.1 **Quorum.** The presence of credentialed delegates representing a majority of the member cities registered at the Annual Conference shall constitute a quorum.

2.2 **Rules of Order.** Robert's Rules of Order Revised shall govern the conduct of the Business Meeting unless otherwise specified in the New Mexico Municipal League By-Laws or these official rules and procedures.

2.3 **Parliamentarian.** A qualified parliamentarian will be appointed to assist the Presiding Officer and delegates on matters of procedure at all times during the Annual Business Meeting.

3.0 **ACCESS TO THE FLOOR - GENERAL RULES.** Access to the Annual Business Meeting shall be governed by these rules:

3.1 **Separation of Floor From Gallery.** The site of the business meeting shall be divided into a floor section and a gallery section. The floor section shall be further separated into a rostrum and a section for voting delegates and alternates. No one shall be given access to the voting delegates section except as provided by these rules.

3.2 **Delegate and Staff Access to the Floor.** To gain access to the floor, voting delegates or alternates must wear a registration name tag bearing a Delegate or Alternate sticker. Only those staff necessary for conducting the meeting shall be permitted on the floor.

3.3 **News Media Access to the Floor.** Members of the news media may be allowed on the floor at the discretion of the Presiding Officer.

3.4 **Committee Access to the Floor.** Policy committee, task force, or special committee chairpersons and vice-chairpersons, not certified to vote, may be allowed on the floor and may be recognized to speak at the discretion of the Presiding Officer.

3.5 **Delegates, Guests and Observers.** Any Conference delegate will have access to the gallery. Guests and observers may have access to the gallery at the discretion of the Presiding Officer. Conference delegates, guests and observers may be recognized to speak at the discretion of the Presiding Officer.

- 4.0 **VOTING.** Voting at the Annual Business Meeting shall be governed by the following rules:
- 4.1 **Credentials Committee.** The Credentials Committee shall have the power to determine the right of any municipality to be represented at the Annual Business Meeting of the League.
 - 4.2 **Entitlement to Vote.** Each member municipality in good standing, as determined by the Credentials Committee, registered and attending the Annual Conference shall be entitled to one vote by its delegate appointed by its governing body. **Voting by proxy is prohibited. The delegate must be present to cast a vote.**

In the event that a member municipality fails to appoint a delegate, such matter shall be referred to the Presiding Officer of the Annual Business Meeting who may designate a Voting Delegate from that member municipality.
 - 4.3 **Method of Voting.** Where there is more than one nominee for office, the voting shall be only by written, printed or typed ballot, and shall be counted by the Canvassing Committee. In the case of the Director-At-Large positions, the candidates receiving the largest plurality shall be elected. All other voting shall be by a show of hands or voice vote, except that upon request of one-third of the delegates present, a roll call shall be called upon any question. Upon any vote, a majority of the delegates present and voting shall prevail, except upon questions which require more than a majority vote under any of the provisions of the By-Laws.
- 5.0 **ELECTIONS.** Elections for officers of the Municipal League and its Board of Directors shall be governed by these rules: Elections for the following positions shall take place at the Annual Business Meeting: President, (if no President-Elect is currently holding office), President-Elect, Vice-President, Treasurer and expired At-Large Board of Directors seats, including unexpired At-Large Directorships if any.
- 5.1 **Nominating Committee.** In the absence of any declaration of candidacy for a particular office or directorship, the League President shall appoint a Nominating Committee not less than fifty-nine (59) days before the Annual Conference and written notice of such appointment shall be given to all member municipalities. The Nominating Committee shall consist of the President, who shall serve as chair, and two persons from each of the League Districts. No declared candidate for any office or for directorship shall be a member of the Nominating Committee.
 - 5.2 **Nominating Committee Meeting.** When necessary, the Nominating Committee will meet not later than twenty-one (21) days prior to the Annual Conference to recommend a candidate for any undeclared office. The Nominating Committee Report shall be sent to all members within five (5) days after the finalization of the Committee Report.
 - 5.3 **Nominations from the Floor.** At the Annual Business Meeting, nominations from the floor may be made by any certified voting delegate in attendance, for any office or directorship to be filled.
 - 5.4 **Election of Officers and Directors.** Voting shall be conducted as set out in Procedures 4.1, 4.2 and 4.3. The nominee(s) receiving the highest number of votes shall be elected. In the case of the Directorships At-Large positions, the candidates receiving the largest plurality shall be elected.
- 6.0 **ADOPTION OF THE STATEMENT OF MUNICIPAL POLICY & RESOLUTIONS**
Adoption of the Statement of Municipal Policy and Resolutions as outlined in the Annual Business Meeting preface of this document shall be by a majority of votes cast by the certified voting delegates present and voting.
- 7.0 **ADJOURNMENT OF THE ANNUAL BUSINESS MEETING**
After the Presiding Officer has determined all business has been concluded, the Annual Business Meeting shall be closed by a motion from the floor. A motion to adjourn requires approval by a voice vote of a majority of those voting delegates present and voting.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Resolution Authorizing a Special Variance to the City's Noise Ordinance During Hobbs August Nites on August 17-18, 2018

DEPT. OF ORIGIN: City Clerk
DATE SUBMITTED: July 24, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Section 8.20.050 of the Hobbs Municipal Code authorizes the City Commission to grant special variances to the City's noise ordinance. Hobbs August Nites is requesting a noise variance for organized activities and concerts during Hobbs August Nites which are scheduled to be held on August 17th and 18th, 2018, until 10:00 p.m. Notice of the variance request has been published in the *Hobbs News-Sun* as required by the Hobbs Municipal Code.

Fiscal Impact:

No fiscal impact.

Reviewed By: _____

Finance Department

Attachments:

Request from Hobbs August Nites
Affidavit of Publication
Resolution Granting a Special Variance

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6691

A RESOLUTION AUTHORIZING THE MAYOR TO
GRANT A SPECIAL VARIANCE TO THE NOISE
ORDINANCE PURSUANT TO SECTION 8.20.050 OF
THE HOBBS MUNICIPAL CODE DURING
HOBBS AUGUST NITES ON AUGUST 17-18, 2018

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to grant a special variance to the noise ordinance of the Hobbs Municipal Code for organized activities and concerts occurring during Hobbs August Nites on August 17th and 18th, 2018, until 10:00 p.m. in downtown Hobbs for the reason that benefit to the community of the activities creating the offending noise are greater than the adverse effect of the noise created.

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA


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

Beginning with the issue dated
July 08, 2018
and ending with the issue dated
July 08, 2018.



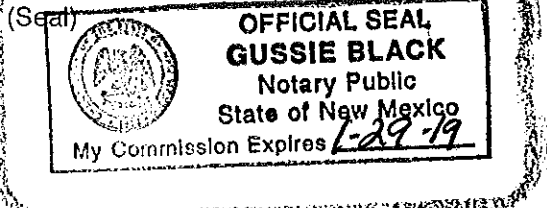
Publisher

Sworn and subscribed to before me this
8th day of July 2018.



Business Manager

My commission expires
January 29, 2019



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

LEGAL	LEGAL
LEGAL NOTICE July 8, 2018	
NOTICE IS HEREBY GIVEN that on the 6th day of August, 2018, at its regular meeting at 6:00 p.m., in the City Commission Chambers at City Hall, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico, the governing body of the City of Hobbs will consider a noise variance requested by Hobbs August Nites for a downtown event on August 18, 2018. The proposed resolution reads as follows:	
A RESOLUTION AUTHORIZING THE MAYOR TO GRANT A SPECIAL VARIANCE TO THE NOISE ORDINANCE PURSUANT TO SECTION 8.20.050 OF THE HOBBS MUNICIPAL CODE DURING HOBBS AUGUST NITES ON AUGUST 18, 2018	
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to grant a special variance to the noise ordinance of the Hobbs Municipal Code for organized activities occurring during Hobbs August Nites on August 18, 2018, until 10:00 p.m. in downtown Hobbs for the reason that benefit to the community of the activities creating the offending noise are greater than the adverse effect of the noise created.	
Copies of the above resolution are available to interested persons during regular business hours in the office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico.	
/s/ Jan Fletcher JAN FLETCHER, City Clerk	
#32979	

67108146

00214583

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on the 6th day of August, 2018, at its regular meeting at 6:00 p.m., in the City Commission Chambers at City Hall, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico, the governing body of the City of Hobbs will consider a noise variance requested by Hobbs August Nites for a downtown event on August 18, 2018. The proposed resolution reads as follows:

A RESOLUTION AUTHORIZING THE MAYOR TO
GRANT A SPECIAL VARIANCE TO THE NOISE
ORDINANCE PURSUANT TO SECTION 8.20.050 OF
THE HOBBS MUNICIPAL CODE DURING
HOBBS AUGUST NITES ON AUGUST 18, 2018

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to grant a special variance to the noise ordinance of the Hobbs Municipal Code for organized activities occurring during Hobbs August Nites on August 18, 2018, until 10:00 p.m. in downtown Hobbs for the reason that benefit to the community of the activities creating the offending noise are greater than the adverse effect of the noise created.

Copies of the above resolution are available to interested persons during regular business hours in the office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico.

/s/ Jan Fletcher
JAN FLETCHER, City Clerk

Applicant Information - Please Print

Applicant Name: Patty Collins Date: 6/28/2018
Applicant Signature: [Signature]
Address: 400 N. Marland Blvd
Contact Phone Number: 397-3202

Event Information

Event Description: Concert in conjunction w/ Hobbs August Nites
Location of Event: Intersection of Shipp & Taylor
Beginning/Ending Time of Event: 6:30pm - 10:pm DATE: 8/17/2018
Type of Noise: Live Music performed by Starship
Will Alcohol Be Served/Provided: Yes No
Will Security Be Provided: Yes No
Close to Residences: Yes No

Additional Notes

Approval - Official Use Only

Hobbs Police Department: _____ Date: _____
City Manager: _____ Date: _____

Submit Completed Application to:

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

Date Received
6-28-18
via email

Applicant Information - Please Print

Applicant Name: Patty Collins Date: 6/28/2018
Applicant Signature: [Signature]
Address: 400 N. Markland Blvd
Contact Phone Number: 397-3202

Event Information

Event Description: Concert in conjunction w/ Hobbs August Nites
Location of Event: Intersection of Shipp & Taylor
Beginning/Ending Time of Event: 6:30pm - 10:00pm DATE: 8/18/2018
Type of Noise: Live Music performed by The Romantics
Will Alcohol Be Served/Provided: Yes No
Will Security Be Provided: Yes No
Close to Residences: Yes No

Additional Notes

Approval - Official Use Only

Hobbs Police Department: _____ Date: _____
City Manager: _____ Date: _____

Submit Completed Application to:

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

Date Received
6-28-18
via email

2. To operate or permit the operation of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, snow blower or similar device used outdoors in residential areas which creates a noise that disturbs the peace, quiet or comfort of any person of reasonably normal sensitivity in the City between the hours of 9:00 p.m. and 7:00 seven a.m., is a violation of this chapter.
- G. Street Sales. To shout or make outcry, use any drum, loudspeaker or other instrument or device which creates a noise that disturbs the peace, quiet or comfort of any person of reasonably normal sensitivity in the City for the purpose of attracting attention to any sale or display of merchandise is a violation of this chapter. (Ord. 840 (part), 1997: prior code § 19-53.1(C))

8.20.040 Emergencies—Emergency work.

The provisions of this chapter shall not apply to the emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work. (Ord. 840 (part), 1997: prior code § 19-53.1(D))

8.20.050 Variances.

A. The City Commission shall have the authority to grant special variances which may be requested by a written application when it finds or determines that:

1. Strict conformance with the provisions of this chapter would cause a hardship upon any person;
2. The offending noise will be for a short duration and compliance with this chapter will be impractical;
3. The benefit to the community of the activity creating the offending noise is greater than the adverse effect on the community of the noise created; or
4. The applicant needs additional time to modify equipment or take other action in order to comply with the provisions of this chapter.

B. Notice of an application for a variance granted under this chapter shall be published in the same manner as provided for notice of ordinances in Section 3-17-3, NMSA 1978, as amended, and shall be granted only after the matter is considered in a hearing at a regularly scheduled or special commission meeting.

C. The City Manager may grant a temporary permit to an applicant for a variance to exceed levels established in this chapter until action is taken by the Commission on the application for a variance.

D. Special variances shall be granted in the form of a resolution containing all necessary conditions. Special variances shall include a time limit on the permitted activity and the distances regarding noise levels as specifically set forth in Subsection 8.20.030 B.2. shall be limited to an increase from fifty (50) feet to one-hundred fifty (150) feet. Any event requiring a variance in excess of the levels as set forth in this subsection herein shall require City Commission approval. The City Commission may grant such reasonable requests including all special conditions. The special variance shall not become effective until all conditions set by the Commission are agreed to by the applicant. Noncompliance with any condition of a special variance shall terminate it and subject the person holding it to those provisions of this chapter regulating the source of sound or activity for which the special variance was granted. Application for an extension of the time limits specified in special variances or for modification of other substantial conditions shall be treated the same as applications for initial variances. (Ord. 840 (part), 1997: prior code § 19-53.1(E))
(Ord. No. 1022, 10-19-2009)

8.20.060 Violations—Penalties.

Any person found guilty of violating the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:

- A. Upon a first conviction the penalty assessment shall be seventy-five dollars (\$75.00).
- B. Upon a second conviction the penalty assessment shall be one hundred dollars (\$100.00).
- C. Upon a third and subsequent conviction by a fine of not less than one hundred fifty dollars (\$150.00) or not more than five hundred dollars (\$500.00) or by imprisonment in the City jail for a term of not more than ninety (90) days, or by both such fine and imprisonment.
- D. When an alleged violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, a fine imposed upon later conviction shall not exceed the penalty assessment



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Authorizing the Hobbs Police Department to enter into a Memorandum of Understanding with the Lea County Sheriff's Department to share in grant funding from the 2018 Edward Byrne Memorial Justice Assistance Grant Program..

DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: July 26, 2018
SUBMITTED BY: Chris McCall, Chief of Police

Summary:

The Hobbs Police Department and the Lea County Sheriff's Department request to enter into a Memorandum of Understanding to share grant funding available from the 2018 Edward Byrne Memorial justice Assistance Grant (JAG) Program. The JAG grant total is \$21,285.00. The grant is split in a 60%/40% sharing with the Lea County Sheriff's Office. The Hobbs Police Department will receive \$12,771.00 and the Lea County Sheriff's Department will receive \$8,514 in funding..

Fiscal Impact:

Reviewed By: 
Finance Department

The City of Hobbs will be the fiscal agent for the full \$21,285.00 in grant funding. HPD will receive \$12,771 and LCSO will receive \$8514.

Attachments:

1. Memorandum of Understanding
2. Edward Byrne Memorial Justice Assistance Grant Allocations Page

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution to authorize HPD to enter into the MOU with the LCSO in regards to the distribution of JAG grant funding for 2018..

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. 6692

A RESOLUTION ALLOWING THE CITY OF HOBBS POLICE DEPARTMENT
AND THE LEA COUNTY SHERIFF'S DEPARTMENT TO ENTER A
MEMORANDUM OF UNDERSTANDING REGARDING THE
2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the 2018 Edward Byrne Memorial Justice Assistance Grant has awarded \$21,285.00 to the City of Hobbs Police Department and to the Lea County Sheriff's Department for FY 2018-2019; and

WHEREAS, the funding will be divided 60/40 with the Hobbs Police Department receiving \$12,771.00 and the Lea County Sheriff's Department receiving \$8,514.00; and

WHEREAS, the Lea County Sheriff's Department has agreed to allow the City of Hobbs Police Department to act as fiscal agent;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute this Memorandum of Understanding between the City of Hobbs and Lea County New Mexico.

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HOBBS AND
LEA COUNTY, NEW MEXICO**

This Memorandum of Understanding is made this 6th day of August 2018, by and between the City of Hobbs and Lea County.

WHEREAS, the 2018 Edward Byrne Memorial Justice Assistance Grant Program has awarded \$21,285.00 to the City of Hobbs and Lea County, New Mexico

And;

WHEREAS, the funding will be distributed as follows:

The Grant Total \$21,285.00 will be divided 60/40 with the City of Hobbs Police Department receiving \$12,771.00 and the Lea County Sheriff's Department receiving \$8,514.00

NOW, THEREFORE it is hereby agreed by the parties that the City of Hobbs will act as the fiscal agent.

AGREED:

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: _____
Sam Cobb, Mayor

By: _____
Ron Black
Commission Chairman

CITY OF HOBBS POLICE DEPT.

LEA COUNTY SHERIFF'S DEPT.

By: _____
Chris D. McCall, Chief of Police

By: _____
Corey Helton, Sheriff

APPROVED AS TO FORM:

By: _____
Efren Cortez
City of Hobbs Attorney

By: _____
John Caldwell
Lea County Attorney

2018 NEW MEXICO LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2018 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NM	BERNALILLO COUNTY	County	\$61,158	
NM	ALBUQUERQUE CITY	Municipal	\$475,751	\$536,909
NM	CHAVES COUNTY	County	*	
NM	ROSWELL CITY	Municipal	\$28,714	\$28,714
NM	CURRY COUNTY	County	*	
NM	CLOVIS CITY	Municipal	\$15,404	\$15,404
NM	EDDY COUNTY	County	*	
NM	ARTESIA CITY	Municipal	\$11,532	
NM	CARLSBAD CITY	Municipal	\$12,536	\$24,068
NM	LEA COUNTY	County	*	
NM	HOBBS CITY	Municipal	\$21,285	\$21,285
NM	MCKINLEY COUNTY	County	*	
NM	GALLUP CITY	Municipal	\$35,513	\$35,513
NM	RIO ARRIBA COUNTY	County	*	
NM	ESPANOLA CITY	Municipal	\$22,891	\$22,891
NM	SAN MIGUEL COUNTY	County	*	
NM	LAS VEGAS CITY	Municipal	\$11,245	\$11,245

NM	SANDOVAL COUNTY	County	*	
NM	RIO RANCHO CITY	Municipal	\$17,125	\$17,125
NM	SANTA FE COUNTY	County	*	
NM	SANTA FE CITY	Municipal	\$25,215	\$25,215
NM	BELEN CITY	Municipal	\$10,987	
NM	DONA ANA COUNTY	County	\$18,215	
NM	FARMINGTON CITY	Municipal	\$22,403	
NM	LAS CRUCES CITY	Municipal	\$23,350	
NM	LOS LUNAS VILLAGE	Municipal	\$11,044	
NM	OTERO COUNTY	County	\$11,130	
NM	SAN JUAN COUNTY	County	\$34,509	
NM	VALENCIA COUNTY	County	\$26,850	
	Local total		\$896,857	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING

DEPT. OF ORIGIN: Parks and Recreation, Senior Center
DATE SUBMITTED: July 30, 2018
SUBMITTED BY: Dalia Conken, Senior Affairs Coordinator

Summary:

The city of Hobbs Senior Center has submitted an Area Plan to Non-Metro Area Agency on Aging. The Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$89,546. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services for our senior citizens.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

There is a potential of receiving up to \$89,546 in grant money from this contract.

Attachments:

Resolution, Contract with Non-Metro Area Agency on Aging, Assurances, Certification for Contracts, Certification Regarding Lobbying, Commitment of Local Funds

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Approval of Resolution

Approved For Submittal By:

[Signature] Department Director

[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6693

A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO A CONTRACT WITH THE NEW MEXICO NON- METRO AREA AGENCY ON AGING

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging; and

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center up to \$89,546 to provide meal services for our senior citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Resolution and any contract to provide a commitment of local funding to the senior citizens program as a result of receiving a grant from the New Mexico Non-Metro Area Agency on Aging.

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT

City of Hobbs Senior Center hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2018, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

- Congregate Meals
- Home Delivered Meals
- Homemaker/Housekeeping
- Adult Day Care
- Respite
- Transportation
- Assisted Transportation
- Other Health Promotion Activities (Non IIID)
 - Health Education/Training
 - Health Screening
 - Health Physical Fitness/Exercise
 - Chore Services
 - Case Management
- IIID Evidenced-Based
 - EB-Enhance Fitness
 - EB- Manage Your Chronic Disease (My CD)
 - EB-A Matter of Balance
 - EB-Tai Chi
- IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation – Taking an older person from one location to another. This does not include any other activity. Demand/Response – transportation designed to carry older persons from specific origin to specific destination upon request.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

Other Health Promotion Activities (Non IID)– This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics' Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IID Evidence Based – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IID funds will only be able to be used on health promotion programs that meet the highest level criteria. .

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Or

Existing evidence-based programs currently offered in New Mexico include:

Enhance Fitness- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

A Matter of Balance- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home, exercise to increase strength

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms their Chronic Disease and how they affect their lives.

Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing

process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

IIIE Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

Information Services - Information about available services (e.g. public education, participation at health fairs, etc);

Access Assistance - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

Counseling - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

Respite Care - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.

Supplemental Services – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based (Title IIID)	
Enhance Fitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Tai Chi	participant hour
Health Promotion (Non-IIID)	

Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
III E Access Assistance	One Contact
III E Counseling	One Session per Participant
III E Information Services	One Activity
III E Supplemental Services	One Distribution Event

Service Area: City of Hobbs

Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$ 89546. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ 0 from Title III-B of the OAA;
2. \$ 21044 from Title III-C1 of the OAA;
3. \$ 9097 from Title III-C2 of the OAA;
4. \$ 0 from Title III-D of the OAA;
5. \$ 0 from Title III-E of the OAA; and
6. \$ 59405 from the NMGAA-State/HB-2

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons Served
Congregate Meals	\$ 16.9143	\$ 3.6866	14223	400
Home Delivered Meals	\$ 11.5088	\$2.0139	18427	185
Transportation	\$ 0	\$ 0	0	0
Assisted Transportation	\$ 0	\$ 0	0	0
Case Management	\$ 0	\$ 0	0	0
Adult Day Care	\$ 0	\$ 0	0	0
Chore Services	\$ 0	\$ 0	0	0
Homemaker/Housekeeping	\$ 0	\$ 0	0	0
Physical Fitness/ Exercise/HealthScreening	\$ 0	\$ 0	0	0
EB-Health Education Training	\$ 0	\$ 0	0	0
NFCSP – Family Caregivers: Elderly				
CG - Respite Care In-Home	\$ 0	\$ 0	0	0
CG - Respite Elder Respite - Adult Day Care	\$ 0	\$ 0	0	0
CG - Respite Elder Care - Vouchers	\$ 0	\$ 0	0	0
CG - Elder Respite Care -Counseling	\$ 0	\$ 0		
CG - Respite - Information Services	\$ 0	\$ 0	0	0
CG - Respite - Supplemental Services	\$ 0	\$ 0	0	0
NFCSP – Family Caregivers: Grandchildren				
GRGC Respite Vouchers	\$ 0	\$ 0	0	0
GRGC Respite In Home	\$ 0	\$ 0	0	0
GP Counselling	\$ 0	\$ 0	0	0

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (5th) day of each month following the last day of the month in which services were provided. If the second (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.

7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.

9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. **ASSURANCES.**

- A. *Americans with Disabilities Act of 1990 –*
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit*
The Vendor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2018 through June 30, 2019. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:
 1. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be

submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR

2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Vendor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2018 and terminate on June 30, 2019, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its

officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this

Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF VENDOR.

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired, by the Vendor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Vendor.

14. CONFLICT OF INTEREST.

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. MERGER.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or

otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency

staff.

4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.
5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD

Attn: Marcia A. Medina

3900 Paseo Del Sol

Santa Fe, NM 87507

VENDOR:

28. INSURANCE.

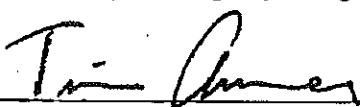
The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2018.

<hr/>	NCNMEDD
<i>Legal Name of Vendor</i>	<u>Non-Metro Area Agency on Aging</u>
	<i>Name of Area Agency on Aging</i>
<hr/>	
<i>Signature</i>	<i>Signature</i>
<hr/>	<u>Tim Armer, Executive Director</u>
<i>Printed/Typed Name of Signatory</i>	<i>Printed/Typed Name of Signatory</i>
<hr/>	<u>June 29, 2018</u>
<i>Date</i>	<i>Date</i>

Non-Metro AAA FY 2018-2019 DPS Contract SAM's Units Chart

Service	Description	Registration
Senior Programs NAPI3 III-B	Assisted Transportation	Astap - Other
Senior Programs NAPI3 III-B	Assisted Transportation	
Family Care Giver III-E	CG- Counseling/support groups/training	CG- C/SG/T- CG Conference
Family Care Giver III-E	CG- Counseling/support groups/training	CG- C/SG/T- SAVVY Training
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- in Home
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- in-home w/ personal care
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- Vouchers
Family Care Giver III-E	CG- GPRG- Respite Care	CG- GPRG- respite- Non-Reimbursable
Family Care Giver III-E	CG- GPRG- Respite Care	CG- respite - Adult Day Care - 109-2870
Family Care Giver III-E	CG- Respite Care	CG- respite - in home - 109-2843
Family Care Giver III-E	CG- Respite Care	CG- respite - Non-Reimbursable
Family Care Giver III-E	CG- Respite Care	CG- respite - Vouchers
Senior Programs NAPI3 III-B	Chore	
Senior Programs NAPI3 III-B	Chore	chore - Non-Reimbursable
Senior Programs NAPI3 III - C1	Congregate Meals	CM - Breakfast
Senior Programs NAPI3 III - C1	Congregate Meals	CM - Lunch
Senior Programs NAPI3 III - C1	Congregate Meals	CM - Evening
Senior Programs NAPI3 III - C1	Congregate Meals	CM - Non-Reimbursable
Senior Programs NAPI3 III - C1	Congregate Meals	CM - Other
Evidence Based III-D	EB - Enhanced Fitness	EB - Physical Fitness
Evidence Based III-D	EB - Matter of Balance	
Evidence Based III-D	EB - Tai Chi	EB - Tai Chi
Senior Programs NAPI3 III-B	Physical Fitness	Exercise
Senior Programs NAPI3 III-B	Health Education/Training	hit - Presentations
Senior Programs NAPI3 III-B	Health Education/Training	hit - MY C.D.
Senior Programs NAPI3 III-B	Health Education/Training	hit - Health Fair
Senior Programs NAPI3 III-B	Health Screening	hs-oxygen
Senior Programs NAPI3 III-B	Health Screening	hs-blood sugar
Senior Programs NAPI3 III-B	Health Screening	hs-vision
Senior Programs NAPI3 III-B	Health Screening	hs-hearing
Senior Programs NAPI3 III-B	Health Screening	hs-blood pressure
Senior Programs NAPI3 III-B	Health Screening	hs-flu shots
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Breakfast - 4-277
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Lunch - 4-2194
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Evening
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Weekend - breakfast
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Weekend - lunch
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Weekend - evening
Senior Programs NAPI3 III - C2	Home Delivered Meals	HD - Non-Reimbursable
Senior Programs NAPI3 III-B	Homemaker	
Senior Programs NAPI3 III-B	Homemaker	homemaker - Non-Reimbursable
Senior Programs NAPI3 III-B	Transportation	
Senior Programs NAPI3 III-B	Transportation	tsp - other

Proposed Change to Non Metro Standards & Policy

1. Unregistered Consumers who have received services that have not been assessed and/or registered in SAMS must be tracked and reported monthly; whereas, the units are recorded in SAMS/Mediware in the Unregistered Eligible Consumer Group. All in Home Services will have the service name (ex. H D. Meals) and the sub-service of Non-Reimbursable.
2. In Home service deliveries recorded in the Unregistered Eligible Consumer Group that exceed 5 units will not be reimbursed.

NOTIFICATION OF GRANT AWARD

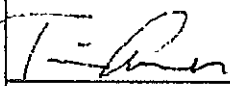
REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
	Date:
6/28/18	Date:
Tim Armer Executive Director	Date



Commitment of Local Funds

My name is Manuel R. Gomez and I have the authority to represent the City/County Of Hobbs as it relates to the contents of this document.

For Fiscal Year 2018/2019 we are committed to contribute a total of \$267,598 to the City of Hobbs Senior Citizens Program.

This contribution is non-in kind resources.

If for any reason this commitment is not able to be met the City/County of Hobbs will submit a letter of justification.

_____ /Acting City Manager _____
 Manuel R. Gomez Date
 Signature/Title

Local government or municipality willing to serve as fiscal agent for capital outlay projects.

Program/Vendor Information
 (To be completed by Program)

Identify Local Funds by Individual Service(s) Purchased

Service(s)	Amount of Local Funds
Congregate	\$145,637
Home Delivered	\$121,961

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Hobbs Senior Center

New Mexico

Organization

State

Acting City Manager

Authorized Signature

Title

Date

Manuel R. Gomez

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

<hr/>	<hr/>	
City of Hobbs Senior Center	New Mexico	
Organization	State	
<hr/>		
	Acting City Manager	
<hr/>	<hr/>	<hr/>
Authorized Signature	Title	Date
Manuel R. Gomez		
<hr/>		
Printed Name of Authorized Signatory		

Assurances

Listing of Area Plan Assurances and Required Activities Older Americans Act, As Amended

GENERAL ASSURANCES

The area agency on aging, and its contractors, will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The area agency on aging, and its contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

The area agency on aging, and its contractors, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual preference in administering programs or providing services.

The area agency on aging, and its contractors will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are made accessible to individuals with disabilities.

The area agency on aging, and its contractors, will comply with all applicable state and local laws, rules and regulations. The area agency on aging, and its contractors, will comply with all policies and guidelines issued by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

The area agency on aging will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The area agency may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The area agency on aging, and its contractors, will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and elders will be actively recruited for all available positions.

The area agency on aging will assure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The area agency on aging will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The area agency on aging will assure that funds received under Title-III will be used only to pay costs incurred by the area agency to implement Title-III.

The area agency on aging will assure that it will list its telephone number in each telephone directory that is published by the provider of local telephone service for residents in any geographic area that lies in whole or in part in the planning and service area(s) administered by the area agency.

The area agency on aging will assure that its nutrition contractors offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The area agency on aging will assure that its nutrition services contractors will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The area agency on aging will assure that contractors providing services will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being;
- the right to participate in planning or providing input regarding services provided;
- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance;
- the right to confidentiality of records relating to services provided.

ORGANIZATION

The area agency will, through a comprehensive and coordinated system, provide for supportive services, nutrition services and the establishment, construction and maintenance of senior centers within the planning & service area(s) administered by the area agency. The area agency will determine the extent of need for supportive services, nutrition services and senior centers within the planning & service area(s).

The area agency will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders and individuals at risk of institutional placement.

The area agency will evaluate the effectiveness of the use of resources in meeting needs, including the efforts of voluntary organizations in the community, and will enter into agreements with providers of supportive services, nutrition services, and senior center services to meet identified needs.

The area agency will serve as an advocate and focal point for older individuals within the planning and service area(s), in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

The area agency will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing, through the area agency or its contract providers, evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The area agency will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The area agency will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities conducting programs within the planning and service area(s) administered by the area agency, with entities conducting other federal programs for older individuals and with the state-designated mental health authority.

The area agency will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The area agency will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The area agency will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, area agency or contract provider programs; family caregivers of such individuals; service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the area agency on all matters related to the development of the area plan, administration of the plan and programs and operations conducted.

The area agency will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity in order to meet the following needs of older individuals, including, but not limited to:

- health & human services;
- transportation;
- housing;
- land use;
- workforce & economic development;
- civic engagement;
- education;
- recreation;
- public safety;
- emergency preparedness.

The area agency will demonstrate the ability to develop an area plan and to administer, directly or through contractual or other arrangements, programs and services within the planning and service area(s) in accordance with the plan.

The area agency will assure that no officer, employee, or other representative of the area agency is subject to a conflict of interest prohibited under the Older Americans Act; and that mechanisms are in place to identify and remove conflicts of interest should they so occur.

AREA PLANS

The area agency on aging will assure that it will develop and submit to the Aging & Long-Term Services Department for approval, in accordance with a uniform format developed by the Department, an area plan meeting the requirements of the Older Americans Act.

The area agency on aging agency will assure that an adequate proportion of the amount allotted under Title-IIIB to the planning and service area(s), as required under the Older Americans Act, will be expended for the delivery of services in each of the following categories:

- services associated with access to services (transportation, health & mental health services, outreach, information and assistance, benefits counseling and case management);
- in-home services, including supportive services for families of older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction; and
- legal assistance.

The area agency on aging agency will assure that it will report annually to the Aging & Long-Term Services Department the amount of funds expended for each such category during the fiscal year most recently concluded.

The area agency on aging agency will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the area plan.

The area agency on aging agency will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The area agency on aging agency will assure that it will maintain the integrity and public purpose of services provided and service providers, in all contractual and commercial relationships.

The area agency on aging agency will assure that it will include in each agreement made with a provider of any service under this title, a requirement that such provider will:

- specify how the provider intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the provider;
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area(s);
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the area agency on aging met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging agency will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas;
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with severe disabilities;
- older individuals with limited English proficiency;
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement;

and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The area agency on aging will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the planning and service area, assure that the area agency on aging will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the area agency on aging will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the planning and service area(s).

The area agency on aging agency will assure that it will disclose to the Assistant Secretary of the federal Administration on Aging and to the NM Aging & Long-Term Services Department:

- the identity of each non-governmental entity with which such area agency has a contract or commercial relationship relating to providing any service to older individuals; and
- the nature of such contract or such relationship.

The area agency on aging will assure that a loss or diminution in the quantity or quality of services provided, or to be provided, has not resulted, and will not result, from such non-governmental contract(s) or such commercial relationship(s). The area agency on aging will assure that the quantity or quality of services to be provided will be enhanced as a result of such non-governmental contracts or commercial relationships. The area agency will assure that it will conduct periodic evaluations of contract providers, including evaluations of the effectiveness of services provided to individuals.

The area agency on aging agency will assure that it will, at the request of the Assistant Secretary of the federal Administration on Aging or the NM Aging & Long-Term Services Department, for the purpose of monitoring compliance (including conducting an audit), disclose all sources and expenditures of funds such area agency receives or expends to provide services to older individuals.

The area agency on aging will assure that if case management services are offered, the area agency will comply with all requirements specified in the Older Americans Act.

The area agency will assure that, if a substantial number of the older individuals residing in its planning and service area(s) are of limited English proficiency, then the area agency will:

- Utilize in the delivery of outreach services, workers who are fluent in the language(s) spoken by the individuals who are of limited English proficiency.
- Designate an individual employed by the area agency, or available to the area agency, whose responsibilities include:
 - taking such action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English proficiency in order to assist them in participating in programs and receiving assistance; and
 - providing guidance to individuals engaged in the delivery of supportive services to enable such individuals to be aware of and sensitive to linguistic and cultural diversity.

ADDITIONAL REQUIREMENTS

The area agency on aging will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities in regard to policy development and the delivery of services and programs.

The area agency will assure that it will:

- afford an opportunity for a public hearing upon request, in accordance with published procedures, to any provider of, or applicant to provide, services;
- establish grievance procedures required by the Older Americans Act for individuals who are dissatisfied with or denied services; and,
- afford an opportunity for a hearing, upon request, by a provider of (or applicant to provide) services, or by any recipient of services regarding any waiver request.

The area agency will assure that it will prepare and submit reports, in such form, and containing such information, as the Aging & Long-Term Services Department may require, and comply with such requirements as the Department may impose to insure the correctness of such reports.

The area agency will assure that no supportive services, nutrition services, or in-home services are directly provided by the area agency, unless, in the judgment of the Aging & Long-Term Services Department:

- provision of such services by the area agency is necessary to assure an adequate supply of such services;
- such services are directly related to the area agency's administrative functions; or
- such services can be provided more economically, and with comparable quality, by such area agency on aging.

Signature and Title of Authorized Official
Manuel R. Gomez

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Petsmart Charities Grants Program
DEPT. OF ORIGIN: Community Services
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Melissa Funk, HAAC Manager

Summary:

The City of Hobbs has been awarded a grant in the amount of \$10,000.00 to improve the ability for the pets in our care to have increased behavioral enrichment by increasing our outside holding space. This will allow more pets to be removed from the containment of the indoor facility and given the ability to go outside with fresh air and sunshine. We currently have this ability but with limited space to move out a limited number of pets.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

This grant provides the monetary funds to ensure that at least one section of the outside play area can be remodeled and are within the requirements of the grant submittal. The City of Hobbs would not be taking on any financial responsibility for this project as we will reach back out to PetSmart Charities in the event that the grant funds are not sufficient for the project.

Attachments:

1. Grant Agreement pending signatures
2. Pictures of what the proposed project would look like

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of resolution and to proceed with the signature and approval of the grant to the City of Hobbs from Petsmart Charities.

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. 6694

A RESOLUTION ALLOWING THE CITY OF ANIMAL ADOPTION CENTER
TO ENTER GRANT AGREEMENT WITH PETSMART CHARITIES

WHEREAS, the Hobbs Animal Adoption Center has been awarded a grant in the amount of \$10,000 to improve the ability for pets in our care to have increased behavioral enrichment by increasing our outside holding space; and

WHEREAS, this will allow more pets to be removed from the containment of the indoor facility and given the ability to go outside with fresh air and sunshine; and

WHEREAS, the Grant provides the monetary funds to ensure that at least one section of the outside play area can be remodeled and are within the requirements of the grant submittal;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute this Grant Agreement between Petsmart Charities and Hobbs Animal Adoption Center

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Grant Agreement

This Grant Agreement ("Grant Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and City of Hobbs, whose address is 200 East Broadway St., Hobbs NM 88240 ("Grantee").

Grant Purpose and Terms:

Grant Funds	\$10,000
Grant Purpose	The grant funds in the amount of \$10,000 will be used to purchase and install outdoor dog runs and/or stainless-steel kennel space to improve herd health and increase operational capacity.
Distribution Schedule of Grant Funds	Cash in single installment of \$10,000
Grant Period	Upon execution through July 31, 2019.
Grant Conditions	<p>If the Organization wishes to request an extension, a request must be submitted in writing to PetSmart Charities for approval a minimum of 30 days prior to grant deadline. The request must outline progress to date including funds expended, funds remaining and a rationale for the requested grant amendment.</p> <p>If any grant funds remain unspent for the purpose and term of this grant, the Organization must contact PetSmart Charities within 30 days after the end of the grant term for consideration of remaining funds or return any unused funds to PetSmart Charities.</p>
Impact Report(s)	<p>The organization agrees to provide the following reports to PetSmart Charities in connection with this grant, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how of how reports are provided.</p> <p>Unless otherwise specified, submit all reports via www.cybergrants.com/petsmartcharities/reports/app. An interim Impact Report will be available on 2/1/2019 and is due by 3/1/2019. The final Impact Report will be available on 8/1/2019 and is due by 9/1/2019. Impact Report templates are located at https://www.petsmartcharities.org/pro/resources. Impact Reports will include:</p> <ol style="list-style-type: none"> 1) Detail use of grant funds and expenditure 2) Description of impact of grant

	<p>3) Significant successes or challenges encountered during grant term</p> <p>The grantee acknowledges that emails with the grant report link and reminders of the due dates will be emailed to the ‘Grantseeker’ of the original submitted application. It is the organization’s responsibility to update all organization information as necessary at http://www.cybergrants.com/petsmartcharities/organization/update and to notify the PetSmart Charities via grants@petsmartcharities.org if there are personnel changes to the “Grantseeker” during the term of the grant.</p> <p>Failure to timely submit reports as required of this grant may impact your organization’s future grant eligibility. Please note that failure to submit reports may lead to additional review of grant activities and expenditures by PetSmart Charities.</p>
Grant Acknowledgement	<p>PetSmart Charities will be recognized in the Organization's publications and media commensurate with other donors’ level of aggregate annual funding including all grants and adoption rewards as applicable throughout the fiscal year of the organization.</p> <p>Other acknowledgements specific to this grant are:</p> <ul style="list-style-type: none"> • A press release template with a quote from a PetSmart Charities spokesperson announcing the PetSmart Charities grant to distribute to local media outlets and/or on your organization’s web site. Please e-mail PublicRelations@petsmartcharities.org for approvals. • A PetSmart Charities digital badge to publish on your organization’s donor page, linking back to www.petsmartcharities.org. • The PetSmart Charities logo on any collateral promoting the PetSmart Charities-funded event, initiative or program. All logo use must be approved by PetSmart Charities. • Sample Social Media posts provided as a guide to share the news on your respective channels • A door cling to feature on the door of the organization’s facility. • All grantees are encouraged to share photos showing the impact of your grant with the marketing and PR teams at PetSmart Charities. <p>Link to templated materials, including a press release, digital badge, door cling and Social Media templates: https://www.petsmartcharities.org/shelter-operations-grant-marketing-toolkit</p> <p>All press releases and marketing materials that incorporate PetSmart Charities’ logo need to be approved by a PetSmart Charities team member. For all press release or media alert approvals, please e-mail PublicRelations@petsmartcharities.org. For all Marketing approvals,</p>

	including but not limited to signage, please e-mail PetSmartCharitiesMarketing@petsmartcharities.org . Please allow up to 10 business days for approvals.
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Terms and Conditions

- A. Grantee will utilize the Grant Funds only for the Grant Purpose, subject to the Grant Conditions, and during the Grant Period, and will not use the Grant Funds for any other purpose (including, without limitation, any lobbying or political activities or any other purpose not permitted in Section 501(c)(3) of the Code). Grantee agrees to provide Charities the Impact Report(s) along with any other information reasonable requested. If the Grant Funds include any in-kind product, Grantee may be required to execute the Donated Goods Addendum. Grantee will immediately notify Charities if it is unable to comply with the terms of this Grant Agreement.
- B. Grantee represents to Charities, as of the Grant Agreement date and at all times during the Grant Period, that:
1. Grantee is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use the Grant Funds for exclusively public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use the Grant Funds exclusively for public purposes.
 2. Grantee holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Grantee's mission.
 3. Grantee is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
 4. Grantee is not on any federal terrorism "watch list" and Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
 5. Grantee agrees that all representations or statements made by Grantee in any application or any related communications from or on behalf of Grantee are true and accurate in all material respects. Grantee will notify Charities promptly in writing of any changes in such representations or statements.
- C. Grantee agrees to maintain adequate books and records and other financial documents, including records that readily show the Grant Funds were used exclusively for the Grant Purpose. During the term of the Grant Agreement and for two years afterwards, Charities may audit or review Grantee's books and records to confirm Grantee's compliance with the terms of the Grant Agreement. Any such request will be made with at least ten (10) business days prior notice and during normal business hours. Following any such request, Grantee will provide Charities with the requested records and will fully cooperate with Charities. During any such audit or review, Charities may, in its sole discretion, suspend or withhold any unpaid Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Grantee related to performance under this Agreement. Grantee agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Grant Agreement.
- D. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart, Inc. or their respective activities, owners, officers, directors, or employees. This includes any statement intended, or that could be reasonably expected given its content or context, to harm or that would lead to unwanted or unfavorable publicity.
- E. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. Charities and Grantee are each independent entities and each will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives during and after the term of the Grant Agreement. This Grant Agreement is being made solely for the purpose of supporting the Grantee, and there is no explicit or implicit oral or written agreement or understanding that any Charities' director, officer or other representative will receive compensation in connection with such payment.

- F. Grantee shall defend, indemnify and hold harmless Charities including its respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Grantee's: breach of this Grant Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnifying Charities.
- G. Grantee agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.
- H. Grantee agrees that it will acknowledge Charities' support in any promotional materials, including websites and social media platforms, and provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Grantee must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Grantee use of its logo, such use is a limited, non-exclusive, revocable right to use. Grantee may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Grantee will not use either Charities' name or logo in a negative light or critical manner. Any right given to Grantee for the use of Charities name or logo may not be transferred, assigned or sublicensed.
- I. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Grantee's name or logo in a negative light or critical manner. Charities' use of Grantee's name or logo will be limited to only the use to support or further Charities' mission.
- J. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.
- K. Either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines, in its sole discretion, that Grantee: has breached any term of this Grant Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds. If Charities terminates this Grant Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future payments of funds or provision of support; or revoke any payment of funds not used in accordance with this Grant Agreement and require that all previously provided funds will be returned.
- L. This Grant Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Grant Agreement. This Grant Agreement may be modified or amended only in writing, duly executed by both parties, except that, upon mutual written agreement, the parties make minor modifications to the Grant Purpose, Grant Conditions, and Grant Period that do not materially alter its intended purpose. This Grant Agreement shall not be construed for or against any party based on which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel to the party's satisfaction. This Agreement will not be effective until all information requested by Charities is provided by Grantee and is fully executed. Charities and Grantee each represent that the individuals signing are duly authorized to execute this Grant Agreement. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Grant

Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, all effective as of the last date written below.

“CHARITIES”

PetSmart Charities, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

“GRANTEE”

City of Hobbs

Signature: _____

Name: _____

Title: _____

Date: _____



An





DISCUSSION



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: DISCUSS AND PRIORITIZE THE TOP 10 PROJECTS AS RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD FOR THE FY 2020-2024 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs Planning Board selected their Top 10 ICIP projects at a public meeting held on July 31, 2018. The City Commission is requested to discuss and individually rank the Planning Boards selection to establish the TOP 5 PROJECTS for inclusion within the Plan.

Last year (per Resolution # 6583), the Top 5 Projects were: #1 Sewer Main Replacement Program; #2 WWRf Effluent Reuse Project; #3 Taylor Ranch Improvements; #4 Drainage Master Plan; and #5 New Municipal Detention Facility.

Fiscal Impact: Reviewed By: Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects.

Attachments: Planning Board Top 10 Recommendations.

Legal Review: Approved As To Form: City Attorney

Recommendation: Staff requests that the Commission discuss this issue and individually rank the Top 10 Projects recommended by the City of Hobbs Planning Board.

Approved For Submittal By: Department Director, City Manager

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

A. Creating the FY 2020-2024 Infrastructure Capital Improvement Plan

Introduction

The local Infrastructure Capital Improvement Plan (ICIP) is a plan that establishes planning priorities for anticipated capital projects. The state-coordinated local ICIP process encourages entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan for, fund, and develop infrastructure at a pace that sustains their activities.

The Department of Finance and Administration (DFA), through its authority in NMSA 1978, Sections 5-8-6A, 6-6-2J, 6-6-4, 9-6-5.1, 11-6-2, 11-6-3, 11-6-4.1, 11-6-5, and 11-6-5.1, strongly encourages each jurisdiction to prepare a five-year infrastructure capital improvement plan (ICIP).

New Mexico counties, municipalities, special districts, local governments and tribal governments evaluate their infrastructure priorities and participate in the ICIP process each year. Senior Citizen Facilities must also submit their own ICIP, separate from their governing body. This will assist in assessing the critical needs of each facility. The ICIP Guidelines and ICIP Data Entry Instructions will work in tandem to guide entities how to participate in the Local ICIP process, and how to input project information into the ICIP database.

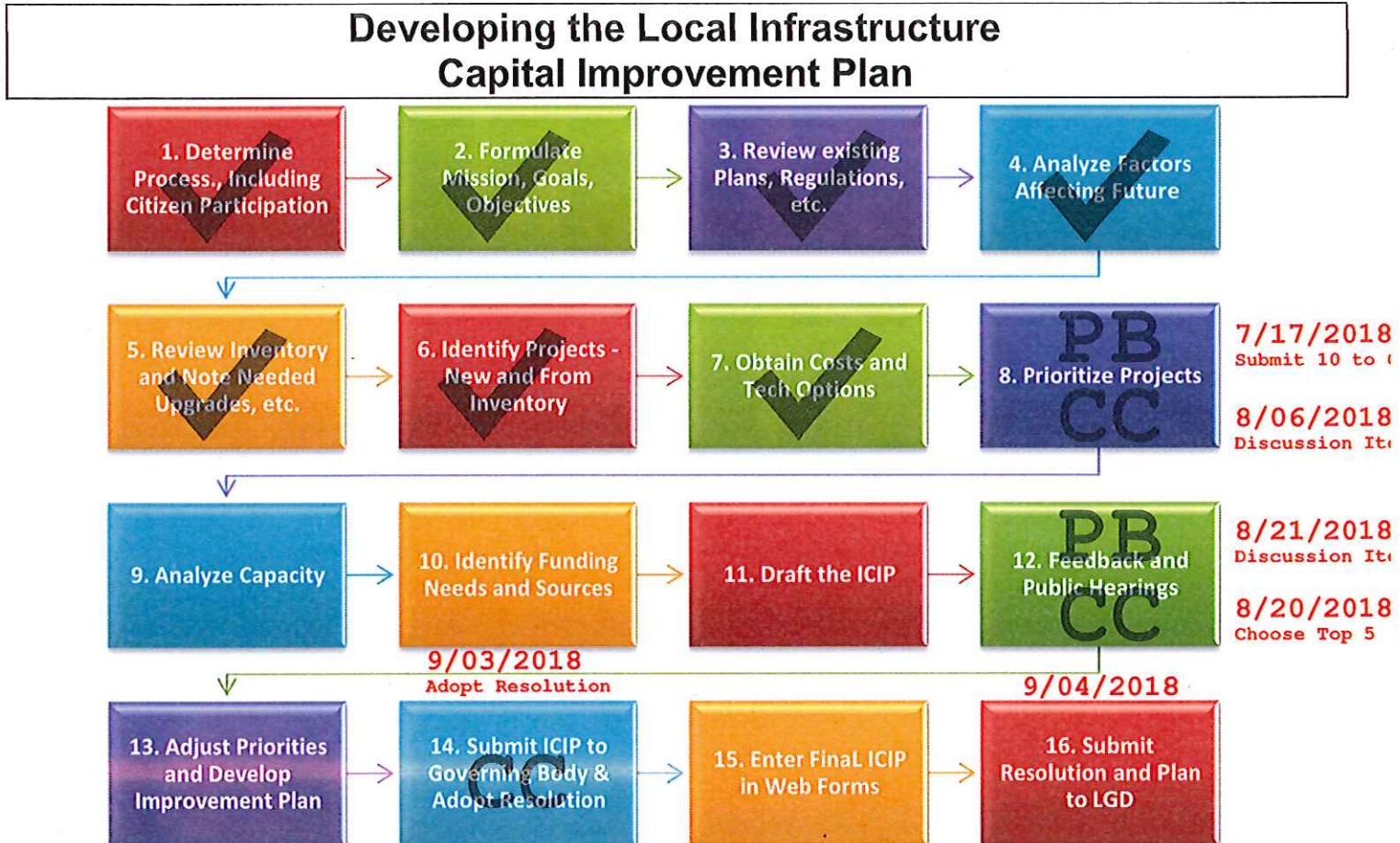
The initial step in the ICIP process is the creation of the individual entity plan. The plan covers a five year period and is developed and submitted annually. It includes policy direction, funding time frames, estimated costs, justifications, and the details of each specific infrastructure capital improvement project proposed, by year, over the five year period. The plan includes repair or replacement of existing infrastructure and the development of new infrastructure. Each proposed project includes Description/Scope of Work, Priority Rank of all projects, Proposed and Secured Funding Budget, Project Budget, Phasing information and Phasing Budget (if applicable), and Operating/Maintenance Budget.

Each participating entity must update their project information in the ICIP database and submit copies of the written approval of ICIP by governing body. Tribal Governments that are not able to obtain a Resolution may provide a Letter of Approval from a Governor, President, or Chapter President. Senior Citizen facilities must provide a copy of fiscal agent's resolution and a letter from director certifying their ICIP.

The final ICIP report is available to view on the DFA/LGD website at <http://nmdfa.state.nm.us/ICIP.aspx> for the public, NM State Governor, Tribal governments, legislators, local elected officials, local entities, and funding agencies to view.

D. Developing the ICIP

The infrastructure capital improvement planning process suggested by these guidelines proposes steps and basic elements of a local capital improvement plan that can be addressed by each local government or tribe. The basic elements are common in planning. While the process for developing a local plan is not mandated, the following are suggested points for charting the development of the local plan and participating in the ICIP process.



CITY OF HOBBS

RESOLUTION NO. 6583

A RESOLUTION APPROVING THE FISCAL YEAR 2019-2023 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on June 18, 2017, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 21st day of August, 2017.



ATTEST:


JAN FLETCHER, City Clerk


SAM D. COBB, Mayor



CITY OF HOBBS
2019 - 2023 ICIP Project List
City Commission Recommendations
Top 5 Priority List

- #1 Sewer Main Replacement**
- #2 WWRF Effluent Reuse Project**
- #3 Taylor Ranch Improvements**
- #4 Drainage Master Plan**
- #5 New City Detention Facility**

CITY OF HOBBS
2020 ICIP Project List (For FY 2019 Legislature)

Planning Boards Recommendations
Top 10
2020 Priority List

Sewer Main Replacement

WWRF Aerobic Digester Renovation

New Municipal Detention Facility

Citywide Wireless Internet

West College Lane Realignment

Drainage Master Plan

Community Housing Projects

West Bender Widening Project & Drainage

West Hobbs Industrial Park

Projection of Central west of RR

Italicized indicates Commissions Top 5 Priority List from last year's ICIP.

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner _____

Preferred Rank Project (in order as recommended by the Planning Board)

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #36 for a Transfer of Ownership of Liquor License No. 4006 Located at 2810 North Lovington Hwy.

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Allsup's Convenience Stores, Inc., has applied to the State of New Mexico, Alcohol and Gaming Division, for the transfer of ownership of Liquor License No. 4006 located at 2810 North Lovington Highway. The applicant currently owns the liquor license at this location but has had a change of stockholders. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on June 11, 2018. Due to timing constraints, the Alcohol and Gaming Division has granted a waiver of the 45-day hearing requirement. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

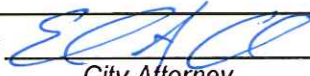
Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Resolution concerning approval or disapproval of the ownership transfer.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve or disapprove the application; second; vote.

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. 6695

A RESOLUTION CONCERNING THE APPLICATION
OF ALLSUP'S CONVENIENCE STORES, INC.,
D/B/A ALLSUP'S #36
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 4006
LOCATED 2810 LOVINGTON HWY., HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #36 for the transfer of ownership of Liquor License No. 4006 at 2810 Lovington Highway, Hobbs, New Mexico, which received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on August 6, 2018, on the question of whether or not the proposed transfer of ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #36, 2810 Lovington Highway for a transfer of ownership of Liquor License No. 4006 be and is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 6, 2018

RECEIVED

Certified Mail No.: 7018 0680 0001 6409 8866

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

JUN 11 2018

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Re: Lic. No. /Appl. No.: License No. 4006 / Application No. 1086988
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #36
Proposed Location: 2810 Lovington Highway
Hobbs, New Mexico 88240

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings: .

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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

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

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

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 4006. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY. THERE IS NO CHANGE TO THE LOCATION OR NAME.

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

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

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned)**.
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).



RECEIVED
AGD Stamp

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

Revised 3/16
MAR 13 2018

2059072

ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. _____

Application Number: 1086988 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 4006 Type of License: Retailer

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #36

Current Premises Address: 2810 Lovington Highway

Current LOD: Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #36 Business Phone #: 575-392-4487

Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

2810 Lovington Highway

Hobbs, NM 88240 County of: Lea

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 4006

Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

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

Sign before a Notary Public:

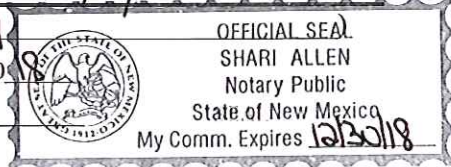
Signature of Applicant: [Signature] Date: 3/9/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/30/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



RECEIVED

AGD Stamp
MAY 13 2018

ALCOHOL & GAMING DIVISION

CORPORATION - NMSA §60-6B-2.A(4)

Name of Corporation: Allsup's Convenience Stores, Inc.

(Attach certified copy of its Certificate of Incorporation and Articles of Incorporation. Foreign Corporations must also include a certified copy of its New Mexico Certificate of Authority.)

Date of Incorporation: March 3, 1960 In what State? New Mexico

Mailing Address of Corporate Office: P. O. Box 1907

City: Clovis State: NM Zip: 88102 Phone: 575--769-2311

Provide full names and addresses of all Officers and Directors of the Corporation, also the names and addresses of all stockholders holding 10% or more in the Corporation. If a stockholder with 10% or more stock is any other legal entity, complete the appropriate disclosure page for the stockholding entity.

List: % Stock Held | Name and Title of Officers, Directors and Stockholders | Complete Address

Mark A. Allsup President and Director P. O. Box 1907 Clovis NM 88102

Barbara Allsup VP, Secretary, Treasurer and Director P. O. Box 1907 Clovis NM 88102

Teddy Hartley VP, Assistant Secretary/Treasurer P.O. Box 1907 Clovis NM 88102

100% Allsup's Inc.

USE ADDITIONAL PAGES IF NECESSARY.

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details: Allsup's has served one day suspensions for liquor violations and has occasionally suspended operation of a liquor license for more than one day as a result of a liquor violation

List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows:

Has any principal Officer, Director or Shareholder that holds 10% or more of this Corporation ever been convicted of a felony? No Yes, detailed as follows: _____

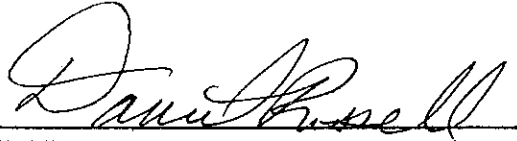
NOTE: Each individual Applicant, Partner, Officer, Director and Stockholder of 10% or more of stock in the Corporation must submit a Personal Data Affidavit Form (page 6). All who own 10% or more must submit Fingerprints. All Managing Partners and Directors must also be Server Certified.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 23, 2018
and ending with the issue dated
June 30, 2018.



Publisher

Sworn and subscribed to before me this
30th day of June 2018.

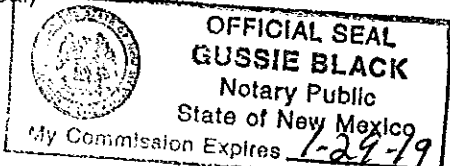


Business Manager

My commission expires

January 29, 2019

(Seal)



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

LEGAL NOTICE
JUNE 23 & 30, 2018

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, August 6, 2018, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the applications for transfer of ownership of the following liquor licenses and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

1. Liquor License No. 4006
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #36
Existing Location: 2810 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
2. Liquor License No. 0806
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #138
Existing Location: 4308 North Grimes, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
3. Liquor License No. 0394
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #142
Existing Location: 316 North Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
4. Liquor License No. 0036
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #144
Existing Location: 100 East Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
5. Liquor License No. 1058
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #145
Existing Location: 3709 North Dal Paso, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
6. Liquor License No. 0885
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #146
Existing Location: 5312 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.

DATED this 18th day of June, 2018.

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

#32946

67108146

00213810

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #138 for a Transfer of Ownership of Liquor License No. 0806 Located at 4308 North Grimes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Allsup's Convenience Stores, Inc., has applied to the State of New Mexico, Alcohol and Gaming Division, for the transfer of ownership of Liquor License No. 0806 located at 4308 North Grimes. The applicant currently owns the liquor license at this location but has had a change of stockholders. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on June 11, 2018. Due to timing constraints, the Alcohol and Gaming Division has granted a waiver of the 45-day hearing requirement. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:


Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Resolution concerning approval or disapproval of the ownership transfer.

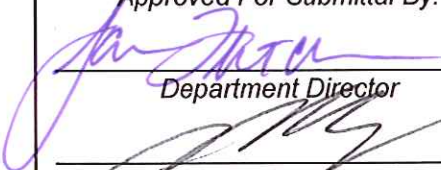
Legal Review:

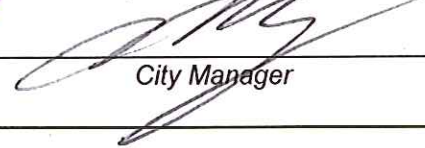
Approved As To Form: 
City Attorney

Recommendation:

Motion to approve or disapprove the application; second; vote.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6696

A RESOLUTION CONCERNING THE APPLICATION
OF ALLSUP'S CONVENIENCE STORES, INC.,
D/B/A ALLSUP'S #138
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0806
LOCATED AT 4308 NORTH GRIMES, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #138 for the transfer of ownership of Liquor License No. 0806 at 4308 North Grimes, Hobbs, New Mexico, which received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on August 6, 2018, on the question of whether or not the proposed transfer of ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #138, 4308 North Grimes for a transfer of ownership of Liquor License No. 0806 be and is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 6, 2018

RECEIVED

Certified Mail No.: 7018 0680 0001 6409 8842

JUN 11 2018

City of Hobbs

Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Re: Lic. No. /Appl. No.: License No. 0806 / Application No. 1086947
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #138
Proposed Location: 4308 N. Grimes
Hobbs, New Mexico 88240

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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

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

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

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

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0806. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY. THERE IS NO CHANGE TO THE LOCATION OR NAME.

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

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

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned)**.
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).



RECEIVED

AGD Stamp

MAR 13 2018

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. 2059072

Application Number: 1086947 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0806 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #138

Current Premises Address: 4308 N Grimes

Current LOD: Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #138 Business Phone #: 575-392-3671

Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

4308 N Grimes

Hobbs, NM 88240 County of: Lea

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 0806

Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

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

Sign before a Notary Public:

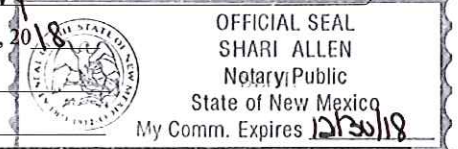
Signature of Applicant: Teddy Hartley Date: 3/9/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/31/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



RECEIVED

AGD Stamp
MAY 13 2018

ALCOHOL & GAMING DIVISION

CORPORATION - NMSA §60-6B-2.A(4)

Name of Corporation: Allsup's Convenience Stores, Inc.

(Attach certified copy of its Certificate of Incorporation and Articles of Incorporation. Foreign Corporations must also include a certified copy of its New Mexico Certificate of Authority.)

Date of Incorporation: March 3, 1960

In what State? New Mexico

Mailing Address of Corporate Office: P. O. Box 1907

City: Clovis

State: NM

Zip: 88102

Phone: 575--769-2311

Provide full names and addresses of all Officers and Directors of the Corporation, also the names and addresses of all stockholders holding 10% or more in the Corporation. If a stockholder with 10% or more stock is any other legal entity, complete the appropriate disclosure page for the stockholding entity.

List: % Stock Held | Name and Title of Officers, Directors and Stockholders | Complete Address

	Mark A. Allsup	President and Director	P. O. Box 1907	Clovis NM	88102
	Barbara Allsup	VP, Secretary, Treasurer and Director	P. O. Box 1907	Clovis NM	88102
	Teddy Hartley	VP, Assistant Secretary/Treasurer	P.O. Box 1907	Clovis NM	88102
100%	Allsup's Inc.				

USE ADDITIONAL PAGES IF NECESSARY.

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details: Allsup's has served one day suspensions for liquor violations and has occasionally suspended operation of a liquor license for more than one day as a result of a liquor violation

List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows:

Has any principal Officer, Director or Shareholder that holds 10% or more of this Corporation ever been convicted of a felony? No Yes, detailed as follows: _____

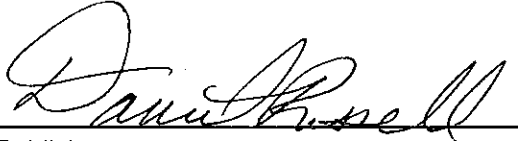
NOTE: Each individual Applicant, Partner, Officer, Director and Stockholder of 10% or more of stock in the Corporation must submit a Personal Data Affidavit Form (page 6). All who own 10% or more must submit Fingerprints. All Managing Partners and Directors must also be Server Certified.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

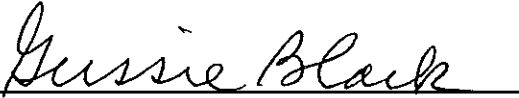
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 23, 2018
and ending with the issue dated
June 30, 2018.



Publisher

Sworn and subscribed to before me this
30th day of June 2018.

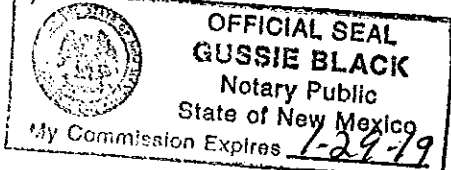


Business Manager

My commission expires

January 29, 2019

(Seal)



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

LEGAL NOTICE
JUNE 23 & 30, 2018

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, August 6, 2018, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the applications for transfer of ownership of the following liquor licenses and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

- Liquor License No. 4006**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #36
Existing Location: 2810 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0806**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #138
Existing Location: 4308 North Grimes, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0394**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #142
Existing Location: 316 North Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0036**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #144
Existing Location: 100 East Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 1058**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #145
Existing Location: 3709 North Dal Paso, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0885**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #146
Existing Location: 5312 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.

DATED this 18th day of June, 2018.

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

#32946

67108146

00213810

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #142 for a Transfer of Ownership of Liquor License No. 0394 Located at 316 North Marland

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Allsup's Convenience Stores, Inc., has applied to the State of New Mexico, Alcohol and Gaming Division, for the transfer of ownership of Liquor License No. 0394 located at 316 North Marland. The applicant currently owns the liquor license at this location but has had a change of stockholders. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on June 11, 2018. Due to timing constraints, the Alcohol and Gaming Division has granted a waiver of the 45-day hearing requirement. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Resolution concerning approval or disapproval of the ownership transfer.

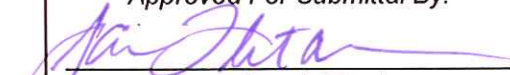
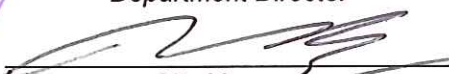
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve or disapprove the application; second; vote.

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. 6697

A RESOLUTION CONCERNING THE APPLICATION
OF ALLSUP'S CONVENIENCE STORES, INC.,
D/B/A ALLSUP'S #142
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0394
LOCATED AT 316 NORTH MARLAND, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #142 for the transfer of ownership of Liquor License No. 0394 at 316 North Marland, Hobbs, New Mexico, which received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on August 6, 2018, on the question of whether or not the proposed transfer of ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #142, 316 North Marland for a transfer of ownership of Liquor License No. 0394 be and is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 6, 2018

RECEIVED

Certified Mail No.: 7018 0680 0001 6409 8835

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

JUN 11 2018

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Re: Lic. No. /Appl. No.: License No. 0394 / Application No. 1086908
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #142
Proposed Location: 316 N. Marland
Hobbs, New Mexico 88240

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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

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

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

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

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0394. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY. THERE IS NO CHANGE TO THE LOCATION OR NAME.

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

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

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned)**.
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).

RECEIVED

AGD Stamp
MAR 13 2018

Revised 5/16



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. 2059072

Application Number: 1086908 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0394 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #142

Current Premises Address: 316 N Marland

Current LOD: Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #142 Business Phone #: 575-393-0810

Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

316 N Marland

Hobbs, NM 88240 County of: Lea

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 0394

Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

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

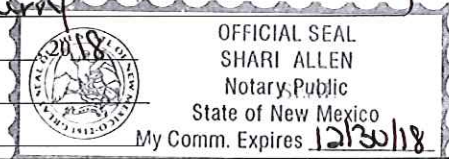
Sign before a Notary Public:
Signature of Applicant: Teddy Hartley Date: 3/9/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/30/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



RECEIVED

AGD Stamp
Page 3B
MAY 13 2018

ALCOHOL & GAMING DIVISION

CORPORATION - NMSA §60-6B-2.A(4)

Name of Corporation: Allsup's Convenience Stores, Inc.

(Attach certified copy of its Certificate of Incorporation and Articles of Incorporation. Foreign Corporations must also include a certified copy of its New Mexico Certificate of Authority.)

Date of Incorporation: March 3, 1960 In what State? New Mexico

Mailing Address of Corporate Office: P. O. Box 1907

City: Clovis State: NM Zip: 88102 Phone: 575--769-2311

Provide full names and addresses of all Officers and Directors of the Corporation, also the names and addresses of all stockholders holding 10% or more in the Corporation. If a stockholder with 10% or more stock is any other legal entity, complete the appropriate disclosure page for the stockholding entity.

List: % Stock Held | Name and Title of Officers, Directors and Stockholders | Complete Address

Mark A. Allsup President and Director P. O. Box 1907 Clovis NM 88102

Barbara Allsup VP, Secretary, Treasurer and Director P. O. Box 1907 Clovis NM 88102

Teddy Hartley VP, Assistant Secretary/Treasurer P.O. Box 1907 Clovis NM 88102

100% Allsup's Inc.

USE ADDITIONAL PAGES IF NECESSARY.

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details: Allsup's has served one day suspensions for liquor violations and has occasionally suspended operation of a liquor license for more than one day as a result of a liquor violation

List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows:

Has any principal Officer, Director or Shareholder that holds 10% or more of this Corporation ever been convicted of a felony? No Yes, detailed as follows: _____

NOTE: Each individual Applicant, Partner, Officer, Director and Stockholder of 10% or more of stock in the Corporation must submit a Personal Data Affidavit Form (page 6). All who own 10% or more must submit Fingerprints. All Managing Partners and Directors must also be Server Certified.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 23, 2018
and ending with the issue dated
June 30, 2018.



Publisher

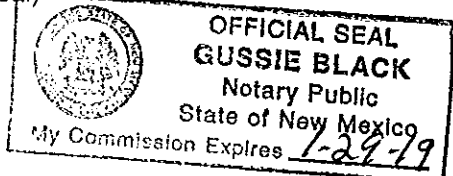
Sworn and subscribed to before me this
30th day of June 2018.



Business Manager

My commission expires
January 29, 2019

(Seal)



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

LEGAL NOTICE
JUNE 23 & 30, 2018

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, August 6, 2018, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the applications for transfer of ownership of the following liquor licenses and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

- Liquor License No. 4006**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #36
Existing Location: 2810 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0806**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #138
Existing Location: 4308 North Grimes, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0394**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #142
Existing Location: 316 North Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0036**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #144
Existing Location: 100 East Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 1058**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #145
Existing Location: 3709 North Dal Paso, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
- Liquor License No. 0885**
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #146
Existing Location: 5312 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.

DATED this 18th day of June, 2018.

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

#32946

67108146

00213810

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #144 for a Transfer of Ownership of Liquor License No. 0036 Located at 100 East Marland

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Allsup's Convenience Stores, Inc., has applied to the State of New Mexico, Alcohol and Gaming Division, for the transfer of ownership of Liquor License No. 0036 located at 100 East Marland. The applicant currently owns the liquor license at this location but has had a change of stockholders. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on June 11, 2018. Due to timing constraints, the Alcohol and Gaming Division has granted a waiver of the 45-day hearing requirement. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Resolution concerning approval or disapproval of the ownership transfer.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve or disapprove the application; second; vote.

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. 6698

A RESOLUTION CONCERNING THE APPLICATION
OF ALLSUP'S CONVENIENCE STORES, INC.,
D/B/A ALLSUP'S #144
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0036
LOCATED AT 100 EAST MARLAND, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #144 for the transfer of ownership of Liquor License No. 0036 at 100 East Marland, Hobbs, New Mexico, which received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on August 6, 2018, on the question of whether or not the proposed transfer of ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #144, 100 East Marland for a transfer of ownership of Liquor License No. 0036 be and is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 6, 2018

RECEIVED

Certified Mail No.: 7018 0680 0001 6409 8828

JUN 11 2018

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

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

Re: Lic. No. /Appl. No.: License No. 0036 / Application No. 1086880
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #144
Proposed Location: 100 E. Marland
Hobbs, New Mexico 88240

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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

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

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

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

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0036. THE APPLICANT CURRENTLY OWNS THIS LICENSE AT THIS LOCATION BUT HAS HAD A CHANGE TO THE STOCKHOLDERS (OWNERSHIP) OF THE COMPANY. THERE IS NO CHANGE TO THE LOCATION OR NAME.

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

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

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned)**.
2. Copy of Page 2 of the Application (only for a new applicant or a transfer of location).
3. Copy of Zoning Statement (only for a new applicant or a transfer of location).

RECEIVED

MAR 13 2018



AGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. 2059072

Application Number: 1080880 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0036 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #144

Current Premises Address: 100 E Marland

Current LOD: Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip)

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #144 Business Phone #: 575-393-1503

Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

100 E Marland

Hobbs, NM 88240 County of: Lea

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 0036

Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

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

Sign before a Notary Public: _____

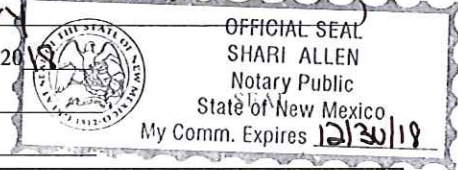
Signature of Applicant: Teddy Hartley Date: 3/7/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/30/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



RECEIVED
AGD Stamp
MAY 13 2018

ALCOHOL & GAMING DIVISION

CORPORATION - NMSA §60-6B-2.A(4)

Name of Corporation: Allsup's Convenience Stores, Inc.

(Attach certified copy of its Certificate of Incorporation and Articles of Incorporation. Foreign Corporations must also include a certified copy of its New Mexico Certificate of Authority.)

Date of Incorporation: March 3, 1960 In what State? New Mexico

Mailing Address of Corporate Office: P. O. Box 1907

City: Clovis State: NM Zip: 88102 Phone: 575--769-2311

Provide full names and addresses of all Officers and Directors of the Corporation, also the names and addresses of all stockholders holding 10% or more in the Corporation. If a stockholder with 10% or more stock is any other legal entity, complete the appropriate disclosure page for the stockholding entity.

List: % Stock Held | Name and Title of Officers, Directors and Stockholders | Complete Address

Mark A. Allsup President and Director P. O. Box 1907 Clovis NM 88102

Barbara Allsup VP, Secretary, Treasurer and Director P. O. Box 1907 Clovis NM 88102

Teddy Hartley VP, Assistant Secretary/Treasurer P.O. Box 1907 Clovis NM 88102

100% Allsup's Inc.

USE ADDITIONAL PAGES IF NECESSARY.

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details: Allsup's has served one day suspensions for liquor violations and has occasionally suspended operation of a liquor license for more than one day as a result of a liquor violation

List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows:

Has any principal Officer, Director or Shareholder that holds 10% or more of this Corporation ever been convicted of a felony? No Yes, detailed as follows: _____

NOTE: Each individual Applicant, Partner, Officer, Director and Stockholder of 10% or more of stock in the Corporation must submit a Personal Data Affidavit Form (page 6). All who own 10% or more must submit Fingerprints. All Managing Partners and Directors must also be Server Certified.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

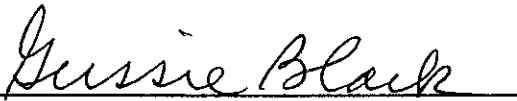
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 23, 2018
and ending with the issue dated
June 30, 2018.



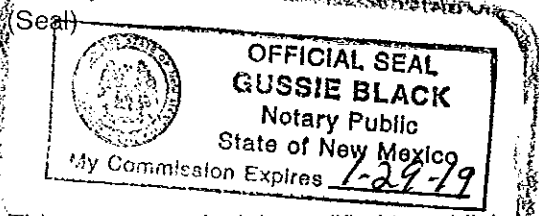
Publisher

Sworn and subscribed to before me this
30th day of June 2018.



Business Manager

My commission expires
January 29, 2019



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

LEGAL NOTICE
JUNE 23 & 30, 2018

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, August 6, 2018, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the applications for transfer of ownership of the following liquor licenses and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

1. Liquor License No. 4006
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #36
Existing Location: 2810 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
2. Liquor License No. 0806
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #138
Existing Location: 4308 North Grimes, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
3. Liquor License No. 0394
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #142
Existing Location: 316 North Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
4. Liquor License No. 0036
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #144
Existing Location: 100 East Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
5. Liquor License No. 1058
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #145
Existing Location: 3709 North Dal Paso, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
6. Liquor License No. 0885
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #146
Existing Location: 5312 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.

DATED this 18th day of June, 2018.

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

#32946

67108146

00213810

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #145 for a Transfer of Ownership of Liquor License No. 1058 Located at 3709 North Dal Paso

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Allsup's Convenience Stores, Inc., has applied to the State of New Mexico, Alcohol and Gaming Division, for the transfer of ownership of Liquor License No. 1058 located at 3709 North Dal Paso. The applicant currently owns the liquor license at this location but has had a change of stockholders. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on June 11, 2018. Due to timing constraints, the Alcohol and Gaming Division has granted a waiver of the 45-day hearing requirement. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:


Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Resolution concerning approval or disapproval of the ownership transfer.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve or disapprove the application; second; vote.

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. 6699

A RESOLUTION CONCERNING THE APPLICATION
OF ALLSUP'S CONVENIENCE STORES, INC.,
D/B/A ALLSUP'S #145
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 1058
LOCATED AT 3709 NORTH DAL PASO, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #145 for the transfer of ownership of Liquor License No. 1058 at 3709 North Dal Paso, Hobbs, New Mexico, which received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on August 6, 2018, on the question of whether or not the proposed transfer of ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #145, 3709 North Dal Paso for a transfer of ownership of Liquor License No. 1058 be and is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 12, 2018

Certified Mail No.: 7018 0680 0001 6409 9184

City of Hobbs

Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

Re: Lic. No. /Appl. No.: License No. 1058 / Application No. 984259
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #145
Proposed Location: 3709 North Dal Paso Street
Hobbs, New Mexico 88240

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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

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

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800



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RECEIVED

AGD Stamp
MAR 13 2018

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment | Application Fee \$ 10 ALCOHOL & GAMING DIVISION Received on: 3-14-18 Receipt No. 2059072

* Application Number: 984259 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 1058 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #145

Current Premises Address: 3709 North Dal Paso Street

Current LOD: Lea County Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #145 Business Phone #: 575-392-6171

Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

3709 North Dal Paso Street

Hobbs, NM 88240 County of: Lea

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 1058

Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

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

Sign before a Notary Public:

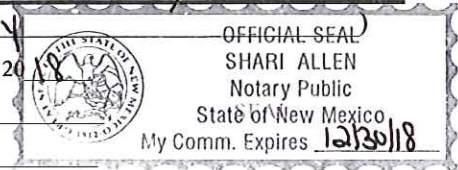
Signature of Applicant: Teddy Hartley Date: 3/9/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/30/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



RECEIVED

AGD Stamp
Page 3B
MAY 13 2010

ALCOHOL & GAMING DIVISION

CORPORATION - NMSA §60-6B-2.A(4)

Name of Corporation: Allsup's Convenience Stores, Inc.

(Attach certified copy of its Certificate of Incorporation and Articles of Incorporation. Foreign Corporations must also include a certified copy of its New Mexico Certificate of Authority.)

Date of Incorporation: March 3, 1960 In what State? New Mexico

Mailing Address of Corporate Office: P. O. Box 1907

City: Clovis State: NM Zip: 88102 Phone: 575--769-2311

Provide full names and addresses of all Officers and Directors of the Corporation, also the names and addresses of all stockholders holding 10% or more in the Corporation. If a stockholder with 10% or more stock is any other legal entity, complete the appropriate disclosure page for the stockholding entity.

List: % Stock Held | Name and Title of Officers, Directors and Stockholders | Complete Address

Mark A. Allsup President and Director P. O. Box 1907 Clovis NM 88102

Barbara Allsup VP, Secretary, Treasurer and Director P. O. Box 1907 Clovis NM 88102

Teddy Hartley VP, Assistant Secretary/Treasurer P.O. Box 1907 Clovis NM 88102

100% Allsup's Inc.

USE ADDITIONAL PAGES IF NECESSARY.

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details: Allsup's has served one day suspensions for liquor violations and has occasionally suspended operation of a liquor license for more than one day as a result of a liquor violation

List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows:

Has any principal Officer, Director or Shareholder that holds 10% or more of this Corporation ever been convicted of a felony? No Yes, detailed as follows: _____

NOTE: Each individual Applicant, Partner, Officer, Director and Stockholder of 10% or more of stock in the Corporation must submit a Personal Data Affidavit Form (page 6). All who own 10% or more must submit Fingerprints. All Managing Partners and Directors must also be Server Certified.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

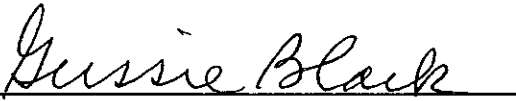
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 23, 2018
and ending with the issue dated
June 30, 2018.



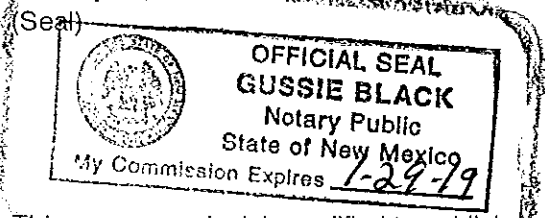
Publisher

Sworn and subscribed to before me this
30th day of June 2018.



Business Manager

My commission expires
January 29, 2019



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

LEGAL NOTICE
JUNE 23 & 30, 2018

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, August 6, 2018, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the applications for transfer of ownership of the following liquor licenses and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

1. Liquor License No. 4006
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #36
Existing Location: 2810 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
2. Liquor License No. 0806
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #138
Existing Location: 4308 North Grimes, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
3. Liquor License No. 0394
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #142
Existing Location: 316 North Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
4. Liquor License No. 0036
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #144
Existing Location: 100 East Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
5. Liquor License No. 1058
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #145
Existing Location: 3709 North Dal Paso, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
6. Liquor License No. 0885
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #146
Existing Location: 5312 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.

DATED this 18th day of June, 2018.

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

#32946

67108146

00213810

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #146 for a Transfer of Ownership of Liquor License No. 0885 Located at 5312 Lovington Highway

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Allsup's Convenience Stores, Inc., has applied to the State of New Mexico, Alcohol and Gaming Division, for the transfer of ownership of Liquor License No. 0885 located at 5312 Lovington Highway. The applicant currently owns the liquor license at this location but has had a change of stockholders. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on June 11, 2018. Due to timing constraints, the Alcohol and Gaming Division has granted a waiver of the 45-day hearing requirement. The City has duly published notice of the hearing and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Resolution concerning approval or disapproval of the ownership transfer.


Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve or disapprove the application; second; vote.

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. 6700

A RESOLUTION CONCERNING THE APPLICATION
OF ALLSUP'S CONVENIENCE STORES, INC.,
D/B/A ALLSUP'S #146
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0885
LOCATED AT 5312 LOVINGTON HIGHWAY, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #146 for the transfer of ownership of Liquor License No. 0885 at 5312 Lovington Highway, Hobbs, New Mexico, which received preliminary approval from the State of New Mexico, Alcohol and Gaming Division; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on August 6, 2018, on the question of whether or not the proposed transfer of ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #146, 5312 Lovington Highway for a transfer of ownership of Liquor License No. 0885 be and is hereby _____ (*approved or disapproved*).

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87504
P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

June 6, 2018

RECEIVED

Certified Mail No.: 7018 0680 0001 6409 8859

JUN 11 2018

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Debra Lopez
DEPUTY DIRECTOR

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

Re: Lic. No. /Appl. No.: License No. 0885 / Application No. 984236
Name of Applicant: Allsup's Convenience Stores, Inc.
Doing Business As: Allsup's #146
Proposed Location: 5312 Lovington Hwy
Hobbs, New Mexico 88240

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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

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

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800



RECEIVED
AGD Stamp

MAR 13 2018
2059072

AGD USE ONLY: Payment| Application Fee \$ 10- Received on: 3-14-18 Receipt No. ALCOHOL & GAMING DIVISION

Application Number: 984236 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0885 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Allsup's Convenience Stores, Inc.

Current D/B/A Name: Allsup's #146

Current Premises Address: 5312 Lovington Hwy

Current LOD: Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Allsup's Convenience Stores, Inc

PO Box 1907 Clovis, New Mexico 88102-1907

D/B/A Name to be used: Allsup's #146 Business Phone #: 575-392-4873

Email Address (required): acsinc@allsups.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

5312 Lovington Hwy

Hobbs, NM 88240 County of: Lea

Mailing Address: PO Box 1907 Clovis, New Mexico 88102-1907

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 0885

Agent/Contact Person: Linda Aikin Phone#: 505-982-6224 Email: lla@cybermesa.com

I, (print name) Teddy Hartley, as (title) Vice President

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

Sign before a Notary Public:

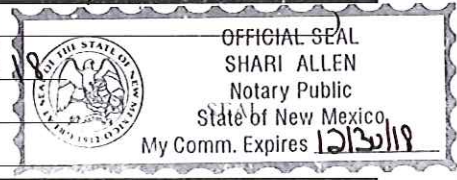
Signature of Applicant: Teddy Hartley Date: 3/9/18

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Curry)

SUBSCRIBED AND SWORN TO before me this 9 day of March, 2018

By: Teddy Hartley Notary Public: Shari Allen

My Commission Expires: 12/30/18



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



RECEIVED

AGD Stamp
MAR 13 2010

ALCOHOL & GAMING DIVISION

CORPORATION - NMSA §60-6B-2.A(4)

Name of Corporation: Allsup's Convenience Stores, Inc.

(Attach certified copy of its Certificate of Incorporation and Articles of Incorporation. Foreign Corporations must also include a certified copy of its New Mexico Certificate of Authority.)

Date of Incorporation: March 3, 1960 In what State? New Mexico

Mailing Address of Corporate Office: P. O. Box 1907

City: Clovis State: NM Zip: 88102 Phone: 575--769-2311

Provide full names and addresses of all Officers and Directors of the Corporation, also the names and addresses of all stockholders holding 10% or more in the Corporation. If a stockholder with 10% or more stock is any other legal entity, complete the appropriate disclosure page for the stockholding entity.

List: % Stock Held | Name and Title of Officers, Directors and Stockholders | Complete Address

Mark A. Allsup President and Director P. O. Box 1907 Clovis NM 88102

Barbara Allsup VP, Secretary, Treasurer and Director P. O. Box 1907 Clovis NM 88102

Teddy Hartley VP, Assistant Secretary/Treasurer P.O. Box 1907 Clovis NM 88102

100% Allsup's Inc.

USE ADDITIONAL PAGES IF NECESSARY.

Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details: Allsup's has served one day suspensions for liquor violations and has occasionally suspended operation of a liquor license for more than one day as a result of a liquor violation

List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows:

Has any principal Officer, Director or Shareholder that holds 10% or more of this Corporation ever been convicted of a felony? No Yes, detailed as follows: _____

NOTE: Each individual Applicant, Partner, Officer, Director and Stockholder of 10% or more of stock in the Corporation must submit a Personal Data Affidavit Form (page 6). All who own 10% or more must submit Fingerprints. All Managing Partners and Directors must also be Server Certified.

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

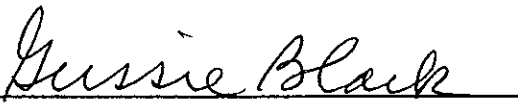
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 23, 2018
and ending with the issue dated
June 30, 2018.



Publisher

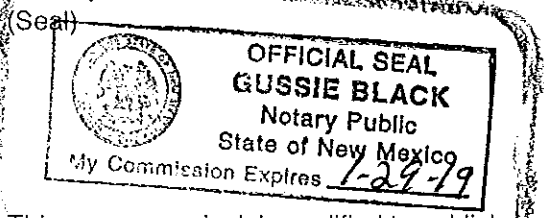
Sworn and subscribed to before me this
30th day of June 2018.



Business Manager

My commission expires

January 29, 2019



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

LEGAL NOTICE
JUNE 23 & 30, 2018

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, August 6, 2018, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the applications for transfer of ownership of the following liquor licenses and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

1. Liquor License No. 4006
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #36
Existing Location: 2810 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
2. Liquor License No. 0806
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #138
Existing Location: 4308 North Grimes, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
3. Liquor License No. 0394
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #142
Existing Location: 316 North Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
4. Liquor License No. 0036
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #144
Existing Location: 100 East Marland, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
5. Liquor License No. 1058
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #145
Existing Location: 3709 North Dal Paso, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.
6. Liquor License No. 0885
Applicant: Allsup's Convenience Stores, Inc.
D/B/A: Allsup's #146
Existing Location: 5312 Lovington Highway, Hobbs NM, 88240
The applicant is requesting a Transfer of Ownership due to a change of stockholders. No change to the location or name.

DATED this 18th day of June, 2018.

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

#32946

67108146

00213810

CITY OF HOBBS ATTN: ACCOUNT PAYABLES
200 E. BROADWAY
HOBBS, NM 88240



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: Resolution Authorizing the Mayor to Execute an Amended Professional Service Agreements with Community Drug Coalition of Lea County for FY 18-19 to include an Intervention Sentencing Program

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

This resolution authorizes the Mayor to execute an Amended Professional Services Agreement with Community Drug Coalition of Lea County (CDC) for the operation of the Intervention Sentencing Program. On May 7, 2018, the Commission approved funding in the amount of \$100,000.00 to the CDC via Resolution No. 6657. Since that date, the Parties have identified important additional services that CDC is able to provide. The Intervention Sentencing Program is a program that may be utilized by the Hobbs Municipal Court in sentencing persons convicted of petty misdemeanor drug related offenses. The program will screen the referred clients and place them in one of three programs designed to address the level of need. The program is designed to address substance abuse in an effort to prevent the use of illegal substances and to address the possibility of addiction of Hobbs' citizens by intervention as an alternative to incarceration.

Fiscal Impact:

The original contemplated amount of the Professional Services agreement was \$100,000.00 and was approved in the 2018-19 preliminary budget. The additional funding amount of \$55,000.00 to run the Intervention Sentencing Program will require DFA approval.

Reviewed By: _____


Finance Department

Attachments:

Resolution;
Amendment and Professional Services Agreement between the City and EDC.

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation: The Commission should approve the Resolution

Approved For Submittal By: _____


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6701

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY
DRUG COALITION OF LEA COUNTY FOR FY 18-19
TO INCLUDE AN INTERVENTION SENTENCING PROGRAM

WHEREAS, on May 7, 2018, the City Commission of the City of Hobbs adopted Resolution No. 6657, which authorized the Mayor to execute a Professional Services Agreement with the Community Drug Coalition of Lea County in the amount of \$100,000.00 for fiscal year 2018-19; and

WHEREAS, the City of Hobbs seeks to obtain services from the Community Drug Coalition of Lea County which are outside of the scope of the original Professional Services Agreement and as such the Parties seek to amend the original Agreement; and

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the Constitution of New Mexico affords municipalities the authority to make provisions for the care and maintenance of sick and indigent persons; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Amended Professional Services Agreement are needed by certain segments of the population who may be deemed sick or indigent and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the Center on Addiction defines addiction as a disease by most medical associations, including the American Medical Association and the American Society of Addiction Medicine; and

WHEREAS, the Substance Abuse and Mental Health Services Administration (SAMSHA) has determined that substance abuse disorders affect people from all walks of life and age groups and that recovery from substance use issues is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute an Amended Professional Services Agreement with Community Drug Coalition of Lea County for FY 18-19 to include an Intervention Sentencing Program.

PASSES, ADOPTED AND APPROVED this 6th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**AMENDED PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – COMMUNITY DRUG COALITION OF LEA COUNTY
INTERVENTION SENTENCING PROGRAM**

FY 2018-2019

WHEREAS, on May 7, 2018, the City Commission of the City of Hobbs adopted Resolution No. 6657, which authorized the Mayor to execute a Professional Services Agreement with the Community Drug Coalition of Lea County in the amount of \$100,000.00 for fiscal year 2018-19; and

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population who may be deemed sick or indigent and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed; and

WHEREAS, the Constitution of New Mexico affords municipalities the authority to make provisions for the care and maintenance of sick and indigent persons; and

WHEREAS, the Center on Addiction defines addiction as a disease by most medical associations, including the American Medical Association and the American Society of Addiction Medicine; and

WHEREAS, the Substance Abuse and Mental Health Services Administration (SAMSHA) has determined that substance abuse disorders affect people from all walks of life and age groups and that recovery from substance use issues is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential; and

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Community Drug Coalition of Lea County (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES (AMENDED)

1.1 CONTRACTOR will provide the following services:

1.1.1 Work with local schools, drug and alcohol treatment agencies and practitioners, public health professionals, and city residents in assessing existing prevention efforts and develop new strategies; and

1.1.2 Coordinate and/or assist in funding community-based public awareness campaigns and programs designed to target school-aged children; and

1.1.3 Hold regular meetings with representatives of local law enforcement, courts, treatment agencies and practitioners, and city residents to assess the effectiveness of existing intervention and interdiction efforts; and

1.1.4 Develop new strategies for improving existing intervention and interdiction efforts; and

1.1.5 Promote interagency cooperation and seek more efficient use of existing resources to enhance intervention and interdiction activities; and

1.1.6 Organize regular meetings with treatment agencies and practitioners, health professionals, and city residents to develop strategies for improving access to and effectiveness of treatment services available to city residents; and

1.1.7 Explore options for expanding local treatment resources and evaluate local need in an effort to advocate for treatment programs that are most responsive to such needs; and

1.1.8 Work with the Hobbs Municipal Court to receive referred clients that have been convicted of misdemeanor drug and drug paraphernalia charges; and

1.1.9 Promote interagency cooperation by forming a coalition between CONTRACTOR, Palmer Drug Abuse Program (PDAP) and Guidance Center of Lea County (GCLC) to provide services to referred clients; and

1.1.10 Provide and conduct a SASSI (Substance Abuse Subtle Screening Inventory) test on all referred clients; and

1.1.11 Process the SASSI screening that shows a mild, moderate or severe probability of substance use disorders; and

1.1.12 Provide education classes for clients testing at mild probability;

1.1.13 Refer moderate and severe probability clients to either PDAP and/or GCLC for further services and/or counseling;

1.1.14 Provide regular meetings and reports to Hobbs Municipal Court regarding testing and placement of clients;

1.1.15 Provide reports to Hobbs Municipal Court about completion of programs and/or non-completion of clients referred. CONTRACTOR will ensure clients report to specific referral and will report to the court.

1.1.16 Specifically CONTRACTOR shall allocate its funding herein to the following special projects:

Drug Court	\$25,000.00
Mentoring Program	\$18,750.00
Public Education	\$15,000.00
Substance Abuse Awareness	\$15,000.00
Sustainability	\$18,750.00
Business Drug Prevention	\$07,500.00
Intervention Sentencing Program	\$55,000.00

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 COMPENSATION (AMENDED)

2.1 City shall pay CONTRACTOR a total sum not to exceed ONE HUNDRED AND FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00) for services rendered under this Agreement. The aforesaid amount shall be paid in quarterly installments of \$38,750.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2018; the second shall be due on or after January 1, 2019; the third payment on or after April 1, 2019; and the last payment on or after June 1, 2019. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston. Invoice required under this subsection shall be separate from and in addition to any invoice CONTRACTOR may be obligated to provide City under any other agreement.

2.2 As an express condition to payment outlined in Section 2.1 above for services rendered pursuant to Subsections 1.1.1 through 1.1.7 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2018; January 1, 2019; April 1, 2019; and June 1, 2019. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter.

Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Ann Betzen. Failure to submit quarterly reports may delay payment under this Agreement. Reporting under this subsection shall be separate from and in addition to the reporting CONTRACTOR may be obligated to provide City under any other agreement.

2.3 As an express condition to payment outlined in Section 2.1 above for services rendered pursuant to Subsections 1.1.8 through 1.1.15 above (Intervention Sentencing Program), CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2018; January 1, 2019; April 1, 2019; and June 1, 2019. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to the Hobbs Municipal Court, 301 N. Turner, Hobbs, NM 88240 Attn: Shannon Carter-Arguello. Failure to submit quarterly reports may delay payment under this Agreement. Reporting under this subsection shall be separate from and in addition to the reporting CONTRACTOR is required to complete for services rendered under Section 1.1.1 through 1.1.7 to the City of Hobbs under this agreement.

2.4 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

2.5 City shall not be obligated to pay any invoices submitted by any other agency which CONTRACTOR may work with in execution of the Scope of Services outlined in Section 1.0 herein. Should any other agency submit an invoice for the services contemplated herein, City shall forward said invoice to CONTRACTOR for full satisfaction or resolution of the same.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2018, and ending June 30, 2019. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies.

5.0 MISCELLANEOUS PROVISIONS (AMENDED)

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement. Additionally, CONTRACTOR agrees to abide by all Federal HIPAA laws regarding Protected Health Information (PHI) of the clients that participate in the Intervention Sentencing Program.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties. Specifically, this Agreement supersedes the original Professional Services Agreement that was signed by the parties on June 15, 2018, and is attached hereto for reference as "Exhibit 1."

5.10 CONTRACTOR understands that sentencing of a defendant in the Hobbs Municipal Court is an inherent power of the Municipal Judge and as such, CONTRACTOR shall not attempt to influence the independent judgment of the Municipal Judge in an effort to obtain referrals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of August, 2018.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

COMMUNITY DRUG COALITION OF LEA COUNTY

By: _____
KATHI BEARDEN, Chair

By: _____
JAMES FRANCIS, Treasurer

APPROVED AS TO FORM:

EFREN A. CORTEZ, City Attorney

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – COMMUNITY DRUG COALITION OF LEA COUNTY

FY 2018-2019

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Community Drug Coalition of Lea County (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Work with local schools, drug and alcohol treatment agencies and practitioners, public health professionals, and city residents in assessing existing prevention efforts and develop new strategies;

1.1.2 Coordinate and/or assist in funding community-based public awareness campaigns and programs designed to target school-aged children;

1.1.3 Hold regular meetings with representatives of local law enforcement, courts, treatment agencies and practitioners, and city residents to assess the effectiveness of existing intervention and interdiction efforts;

1.1.4 Develop new strategies for improving existing intervention and interdiction efforts;

1.1.5 Promote interagency cooperation and seek more efficient use of existing resources to enhance intervention and interdiction activities;

1.1.6 Organize regular meetings with treatment agencies and practitioners, health professionals, and city residents to develop strategies for improving access to and effectiveness of



treatment services available to city residents;

1.1.7 Explore options for expanding local treatment resources and evaluate local need in an effort to advocate for treatment programs that are most responsive to such needs;

1.1.8 Specifically CONTRACTOR shall allocate its funding herein to the following special project:

Drug Court	\$25,000.00
Mentoring Program	\$18,750.00
Public Education	\$15,000.00
Substance Abuse Awareness	\$15,000.00
Sustainability	\$18,750.00
Business Drug Prevention	\$ 7,500.00

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 COMPENSATION

2.1 City shall pay CONTRACTOR a total sum not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for services rendered under this Agreement. The aforesaid amount shall be paid in quarterly installments of \$25,000.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2018; the second shall be due on or after January 1, 2019; the third payment on or after April 1, 2019; and the last payment on or after June 1, 2019. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2018; January 1, 2019; April 1, 2019; and June 1, 2019. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Ann Betzen. Failure to submit quarterly reports may delay payment under this Agreement.

2.3 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2018, and ending June 30, 2019. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a personal services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

15th IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
day of June, 2018.

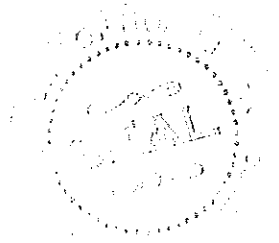
ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: [Signature]
SAM D. COBB, Mayor

By: [Signature]
for JAN FLETCHER, City Clerk

By: [Signature]
TOBY SPEARS, Finance Director



ATTEST:

COMMUNITY DRUG COALITION OF LEA COUNTY

By: _____
Executive Director

By: [Signature]
Board President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
MICHAEL H. STONE, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: BID NUMBER 1564-18; Aerobic Digester Replacement Project
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: July 30, 2018
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

Bids were opened on Thursday, May 31, 2018 for the Aerobic Digester Replacement Project. The Project consists of the construction of new Aerobic Digester Facilities at the City's WWRF. The new facilities will replace the existing aerobic digester system currently operating at the plant. The existing aerobic digester system was constructed in 2007 by re-purposing the old treatment plant's activated aeration basins and secondary clarifiers in order to provide aerobic digestion for the new treatment plant. The re-purposed facilities are structurally failing and operating above capacity at this time. Two Bid Alternates were included in this bid. The Bid Alternates were:

- 1) Demolition and decommissioning of existing aerobic digesters and;
- 2) Site-work paving.

The Project Engineer, Bohannon-Huston, and City Staff determined that the pricing submitted in the bids for the alternate work did not warrant award of this portion of the Project and therefore recommends awarding only the base bid.

The bid advertised on April 15, 2018. Two qualified bids were received by the bid deadline of May 31, 2018:

<u>Company</u>	<u>Total Base Bid (Not Including NMGRT)</u>
RMCI Inc.	\$ 8,982,000.00
Smithco Construction	\$10,690,000.00

RMCI Inc. is the low base bidder. They are properly licensed, meet all required professional qualifications, and have a history of satisfactory results with the Project Engineer, Bohannon Huston.

The engineers estimate for the Project (base bid) is \$ 7,648,410.00

Fiscal Impact:

Reviewed By: 
Finance Department

Bid 1564-18 (Base Bid):	\$ 8,982,000.00
NMGRT:	\$ 611,898.75
Total	\$ 9,593,898.75


The total amount includes the lowest Base Bid received and applicable NMGRT. The Project is funded through a CWSRF Loan (#064) in the amount of \$6,143,300.00, a State Grant (SAP #18-C2252-STB) in the amount of \$250,000.00, and \$3,217,440.00 in Utilities Enterprise Funding.

The Project is included in the FY 2018-2019 budget; Account Number 624062-44901-00205. The budgeted amount is subject to DFA approval.

Attachments:


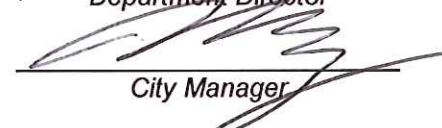
Bid Tabulation for Bid 1564-18 and supporting documentation

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Award Bid 1564-18, Base Bid only, for the construction of the Aerobic Digester Replacement Project to RMCI Inc. of Albuquerque in the amount of \$8,982,000.00, not including NMGR.

<p>Approved For Submittal By:</p> <p> Department Director</p> <p> City Manager</p>	<p style="text-align: center;">CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN</p> <p>Resolution No. _____ Continued To: _____ Ordinance No. _____ Referred To: _____ Approved _____ Denied _____ Other _____ File No. _____</p>
--	--



The City of Hobbs

200 E. Broadway St.
Hobbs, NM 88240

Acrobic Digester Replacement Project

	<u>Cost W/O Tax</u>	<u>Cost With Tax</u>	<u>Tax Rate</u>
Construction Bid	\$8,982,000.00	\$9,593,898.75	6.8125%
Construction Services	\$434,800.00	\$469,040.50	7.8750%
Contingency - 2.5%	\$224,550.00	\$239,847.47	6.8125%
Total	\$9,641,350.00	\$10,302,786.72	

Funding - Budget

CWSRF #064 Balance	\$6,018,993.12
SAP 18-C2252-STB	\$250,000.00
COH Budget	\$4,033,793.60
Total	\$10,302,786.72

July 12, 2018

Tim Woomer, Utilities Director
City of Hobbs
Utilities Department
200 E. Broadway St.
Hobbs, NM 88240

Re: Aerobic Digester Replacement
Award Recommendation
City of Hobbs Bid No. 1564-18
BHI Project No. 20180387

Dear Mr. Woomer,

Bids were opened for the above-referenced project on Thursday, May 31, 2018 at 2:00 p.m. at the City of Hobbs. The project is to furnish all labor, materials, tools, machinery, and equipment to construct a new aerobic digester facility to replace the existing system.

The project was bid on a lump sum cost basis. A total of two bids were received before the scheduled Bid Opening. A tabulation of the bids and the engineer's estimate of probable cost are attached. A summary of the bids is shown below:

	Total Base Bid	Bid Alternate #1	Bid Alternate #2
RMCI Inc. Albuquerque, New Mexico	\$8,982,000.00	\$171,000.00	\$101,000.00
Smithco Construction, Inc. Caballo, New Mexico	\$10,690,000.00	\$200,000.00	\$85,000.00
<i>Engineer Estimate</i>	<i>\$7,648,410.00</i>	<i>\$40,000.00</i>	<i>\$75,000.00</i>

These figures DO NOT include New Mexico Gross Receipts Tax at the City of Hobbs rate of 6.8125% or contingency.

The apparent low bidder is:

RMCI Inc.
6211 Chappell Rd. NE
Albuquerque, NM 87113
505.345.0008

License No. 31964
EE98, GA98, GB98, GF98, MM98
Expires: February 28, 2020

The apparent low bidder's licenses have been verified with NM Licensing Services, are valid for the type of work to be accomplished, and are in active status.

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

Tim Woomer, Utilities Director
City of Hobbs
July 12, 2018
Page 2

We have worked with RMCI Inc. on previous projects in the past and all were completed within the authorized construction period and with satisfactory results.

The apparent low bid is 17% higher than the engineers estimate. Discussions with RMCI indicate that several factors contributed to the increase including costs associated with the American Iron and Steel Act, the high cost of temporary housing in Hobbs, and higher than expected costs for most materials.

It is our understanding that the City of Hobbs currently has funding to complete the base bid of the project (items 1-8). On the basis of the above, I recommend that City of Hobbs award construction of the base bid project to RMCI Inc. in the amount of \$8,982,000.00.

The City should take action to accept or revise this recommendation in accordance with the City's objectives for award of the construction contract. It is my understanding that consideration of the award will take place at a City Council meeting on August 6, 2018. Please do not hesitate to contact me if you have any questions or need further assistance with this prior to that time.

Sincerely,



Robert P. Richardson, PE
Vice President

RPR/dg
Enclosure(s)

cc: RMCI Inc.

July 10, 2018

City of Hobbs, NM
200 E. Broadway
Hobbs, NM 88240

ATTN: Manny Gomez, Acting City Manager

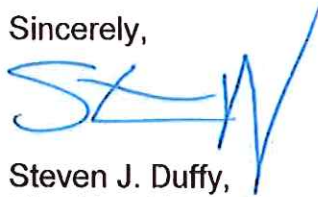
RE: HOBBS AEROBIC DIGESTER REPLACEMENT
CITY OF HOBBS BID NO.: 1564-18

Dear Mr. Gomez,

RMCI, Inc hereby extends the acceptance period of our bid on the above referenced project through August 10, 2018.

If you have any questions, please do not hesitate to contact this office (505) 345-0008.

Sincerely,



Steven J. Duffy,
Vice President of Estimating

SJD:jmb

cc: Bid File

HOBBS AEROBIC DIGESTER REPLACEMENT

BID NO. 1564-18

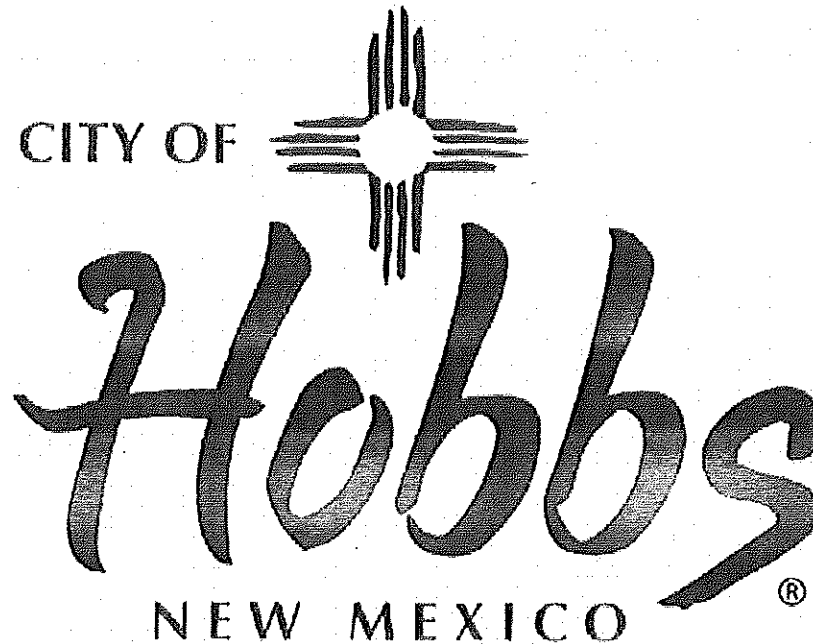
BID REVIEW CERTIFICATION

Bid Opening: May 31, 2018

Bid Item	Description	Unit	Qty	Engineers Estimate		RMC Inc.		Smithco Construction Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	\$665,000.00	\$ 665,000.00	\$ 850,000.00	\$ 850,000.00	\$ 500,000.00	\$ 500,000.00
2	Site work and Yard Piping	LS	1	\$545,000.00	\$ 545,000.00	\$ 2,300,000.00	\$ 2,300,000.00	\$ 500,000.00	\$ 500,000.00
3	Aerobic Digester and Equipment	LS	1	\$3,971,000.00	\$ 3,971,000.00	\$ 3,832,000.00	\$ 3,832,000.00	\$ 7,000,000.00	\$ 7,000,000.00
4	North and South Equipment Buildings	LS	1	\$1,060,410.00	\$ 1,060,410.00	\$ 700,000.00	\$ 700,000.00	\$ 1,250,000.00	\$ 1,250,000.00
5	TWAS Pump Replacement	LS	1	\$173,000.00	\$ 173,000.00	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00
6	Digested Sludge Pumps	LS	1	\$116,000.00	\$ 116,000.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00
7	Electrical System Improvements	LS	1	\$950,000.00	\$ 950,000.00	\$ 800,000.00	\$ 800,000.00	\$ 900,000.00	\$ 900,000.00
8	Instrumentation and Controls	LS	1	\$168,000.00	\$ 168,000.00	\$ 150,000.00	\$ 150,000.00	\$ 220,000.00	\$ 220,000.00
TOTAL BASE BID (Items 1 thru 8)				\$	7,648,410.00	\$	8,982,000.00	\$	10,690,000.00
Bid Alt #1	Demolition and decommissioning of existing aerobic digester	LS	1		\$ 40,000.00	\$ 171,000.00	\$ 171,000.00	\$ 200,000.00	\$ 200,000.00
Bid Alt #2	Install new asphalt concrete paving	LS	1		\$ 75,000.00	\$ 101,000.00	\$ 101,000.00	\$ 85,000.00	\$ 85,000.00
BID ALTERNATES TOTAL (Items Bid Alt #1 and Bid Alt #2)				\$	115,000.00	\$	272,000.00	\$	285,000.00
TOTAL BASE BID & BID ALTERNATES				\$	7,763,410.00	\$	9,254,000.00	\$	1,725,000.00

Project Manual
Specifications and Contract Documents for the Construction of:

AEROBIC DIGESTER REPLACEMENT



February 1, 2018

Funding Source: Clean Water State Revolving Fund CWSRF-064

City of Hobbs Bid No.: 1564-18

Bohannon Huston, Inc
Ste C-103
425 S. Telshor Blvd
Las Cruces, NM 88011
bus: (575) 532-8670
fax: (575) 532-8680

City of Hobbs
Utilities Department
200 E. Broadway St.
Hobbs, NM 88240
bus: (575) 397-9315
fax: (575) 397-9370

BID SCHEDULE

TITLE: HOBBS AEROBIC DIGESTER REPLACEMENT

ITEM NO.	DESCRIPTION	UNITS	EST QTY	BIDDER'S ESTIMATE		
				UNIT COST	TOTAL COST	
1	Mobilization/Demobilization - General overhead, bonds insurance, project management, maintaining site access and staging areas during construction, contractor staging, SWPPP, engineer's construction office, staking and other all other general requirements.			LS	1	850,000-
2	Site work and Yard Piping - Including site clearing, rough and finish grading, all yard piping up to 2' feet of structures (except TWAS and DS pump forcemains) subgrade preparation, base course surfacing and all miscellaneous appurtenances. Complete in place, installed and all materials.			LS	1	2,300,000-
3	Aerobic Digester and Equipment - Including excavation, backfill, concrete, metal fabrications, finishes, aeration blowers and jet motive pumps and all associated piping, and all miscellaneous appurtenances. Complete in place, installed and all materials.			LS	1	3,832,000-
4	North and South Equipment Buildings - Including excavation, backfill, concrete, metal fabrications, architectural features, finishes, mechanical systems, all plumbing and piping systems within 2' of the structure, overhead crane, (except TWAS and DS pump forcemains) and all miscellaneous appurtenances. Complete in place, installed and all materials.			LS	1	700,000-
5	TWAS Pump Replacement - Including removal of existing pumps, installation of new pumps and associated piping inside the drum thickener building, new forcemain from the existing digesters, associated electrical power and control modifications and all miscellaneous appurtenances. Complete in place, installed and all materials.			LS	1	250,000-
6	Digested Sludge Pumps - Including installation of new pumps and associated piping inside the North Equipment Building, new forcemain to the existing centrifuge and all miscellaneous appurtenances. Complete in place, installed and all materials.			LS	1	100,000-

BID SCHEDULE

TITLE: HOBBS AEROBIC DIGESTER REPLACEMENT

ITEM NO.	DESCRIPTION	UNITS	EST QTY	BIDDER'S ESTIMATE		
				UNIT COST	TOTAL COST	
7	Electrical System Improvements - Including trenching conduits, cable, backfill, transformers, MCC's, VFD's, conduits, lighting, and all related appurtenances for all 12,470, 480 and 120 V systems. Complete in place, installed and all materials.			LS	1	800,000 ⁻
8	Instrumentation and Controls - Including all SCADA network modifications, process instruments, conduit wiring, system programming, systems integration and all appurtenances. Complete in place, installed and all materials.			LS	1	150,000 ⁻
TOTAL BASE BID (EXCLUDING APPLICABLE NMGR^T)						\$ 8,982,000⁻
BID ALTERNATES - TO BE AWARDED BASED ON FUNDING AVAILABILITY						
BID ALT #1	Demolition and decommissioning of the existing aerobic digester including removal of all equipment, piping, valves, instrumentation, walkways, termination of electrical circuits, salvage of materials to owner and/or contractor and other miscellaneous items. Complete in place, installed and including all required materials.			LS	1	171,000 ⁻
BID ALT #2	Install new asphalt concrete paving in accordance to the limits and depth shown on the plan and details. Complete in place, installed and including all required materials.			LS	1	101,000 ⁻

*NOTE: In compliance with Section 13-1-108 NMSA of the Procurement Code: Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable gross receipts tax (NMGR^T) or applicable local option tax, but the contracting agency shall be required to pay the applicable tax included any increase in the applicable tax becoming effective after the date the contract is entered into.

The project award will be made on the Base Bid Amount. Bid alternates will be included in the project based on funding available.

The above prices shall include all labor, equipment, materials, removals, temporary construction, overhead, profit, insurance and incidentals required to complete the Work.

Equipment Used in the Preparation of Bid:

- A. In order to provide a common base for all Bidders and to insure that the OWNER shall receive the full benefit from compliance with the design intent of the Project, certain major equipment items and products have been specified by a manufacturer's name and model. These equipment items and products shall be considered minimum standards.
- B. All Bidders shall complete the Equipment Suppliers Listing for the items shown by indicating if the equipment is being supplied "as specified" or if a different manufacturer is included as part of the Bid proposal. If a different manufacturer is included, list the name of that manufacturer.
- C. Pursuant to Federal Regulations 40CFR Parts 33 and 35, it is not the intent of the Contract Documents to contain proprietary, exclusionary, or discriminatory requirements other than those based on performance. The Engineer shall be the sole authority for determining conformance of a proposed substitution equipment item or product with the Contract Documents. Under no circumstances will the Engineer be required to prove that a substitute equipment item or product is not equal to the specified equipment item or product.
- D. The following listing must be completed by the contractor and submitted with the Bid proposal:

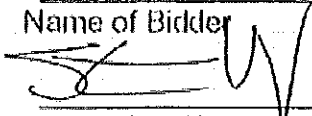
SPEC SECTION	EQUIPMENT NAME	BASIS OF BID MANUFACTURER
11312	Jet Motive Pumps	GOULDS
11314	TWAS Pumps	SUEPEX
11315	Digested Sludge Pumps	VOGEL SAND
13411	Aeration Blowers	AERZEN
11556	Jet Aeration Equipment	PARKSON
14630	Bridge Crane	NO BIDS RECEIVED
16419	Low Voltage Motor Control Centers	EATON
16990	Process Control Networks	BY ELECTRICIAN
16992	Control Panels and Panel Equipment	PARKSON
16993	Process Instruments	BY ELECTRICIAN

Bid Guarantee shall be 5% of the Total Bid Price. Receipt of Addenda to be acknowledged.

Addendum No. <u> 1 </u>	Date <u>5/23/2018</u>
Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> </u>	Date <u> </u>
Addendum No. <u> </u>	Date <u> </u>

Bids will be opened on May 31, 2018 at 2:00 P.M., Hobbs City Hall, New Mexico.

The Bid is hereby respectfully submitted by:

RMCI, INC.
Name of Bidder

5/31/2018
By (Signature) Date

(SEAL) if Bid is by Corp.

Printed Name & Title

Steven J. Duffy, Vice President of Estimating

New Mexico Contractor's
License Number

31264

6211 Chappell Rd. NE, Albuquerque, NM 87113
Address

LIST OF SUBCONTRACTORS

1. To be fully executed and included with bid as a condition of the bid.
2. The listing threshold is \$5,000.00 or one half of one percent of the total project cost whichever is greatest.

<u>Nature of work</u>	<u>SubContractor Name</u>	<u>Location of Business</u>
REBAR INSTALL	NO BIDS RECEIVED	
OVERHEAD DOORS	OVERHEAD DOOR CO. OF SOUTHWESTERN NM	ROSWELL, NM
COATINGS	BOGIAN BROTHERS PAINTING	ALBUQUERQUE, NM
METAL BUILDING INSTALL	NO BIDS RECEIVED	
PLUMBING & HVAC	RHOADS CO	ROSWELL, NM
ELECTRICAL / SCADA	CORBINS ELECTRIC	ALBUQUERQUE, NM
DEMOLITION	NO BIDS RECEIVED	
ASPHALT PAVING	CONSTRUCTORS, INC.	CARLSBAD, NM
BRIDGE CRANE	NO BIDS RECEIVED	

Note:

1. A Contractor or SubContractor that submits a bid valued at more than sixty thousand dollars (\$60,000.00) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] shall be registered with the labor and industrial division of the labor department. All tiers of SubContractors shall be subject to the requirements of this subsection.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6th, 2018

SUBJECT: GSA CONTRACT WITH BOHANNAN HUSTON FOR MOBILE LIDAR AND GIS DATA DEVELOPMENT SERVICES

DEPT. OF ORIGIN: Engineering Department & GIS Mapping Dept.
DATE SUBMITTED: July 31st, 2018
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The GIS/Mapping Division in conjunction with the Engineering Department recommend entering into a GSA agreement with Bohannon & Huston for the procurement of mobile LiDAR for all City Streets. This project will consist of the following items:

- Mobile LiDAR (point cloud data)
- GIS Feature Collection
- Final Roadway Elevation Model

The results of this project will be used by the City for improved data terrain model (DTM) and new Drainage Master Plan Staff. The final product will be survey quality and could be used for any future roadway design, investigation of problem areas and provided to the public for any private development adjacent to City Streets. The City Commission in January of 2018 approved Aerial Imagery and LiDAR to generate 1' contours.

The overall cost for this project is approximately \$700 / Linear mile.

Fiscal Impact:

Reviewed By: _____
Finance Department

Budget Line: 01-0415-44901-00158
Amount: \$450,000
BH Contract: \$197,587.00 (plus GRT)

*Note – The Contract will be not be executed until DFA approval of FY19 Final Budget

Attachments: BH GSA proposal

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation: Consideration for approval of Bonhannon & Huston Contract Award for Mobile LidDAR and GIS Data Development services.

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. _____

Bohannon Huston

7500 Jefferson St. NE
Albuquerque, New Mexico, 87109 USA

PROPOSAL FOR MOBILE LIDAR AND GIS DATA DEVELOPMENT SERVICES

The purpose of this proposal is to provide a scope of work and fee estimate for services associated with City-wide Mobile LiDAR collection and GIS feature data development in support of City of Hobbs Engineering and GIS data maintenance operations.

Submitted to:

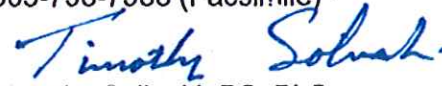
T. Staggs
GIS Manager
City of Hobbs
200 E. Broadway
Hobbs, NM 88240
Phone: 575-391-4148
Fax: 575-397-9227
tstaggs@hobbsnm.org

Submitted by:

Bohannon Huston, Inc.
7500 Jefferson St. NE
Albuquerque, New Mexico, 87109 USA
1-800-877-5332

Authorized Representative:


Robert S. Dzur, GISP, ASQ CMQ/OE
Sr. Vice President
rdzur@bhinc.com
800-877-5332 (Telephone)
505-798-7988 (Facsimile)


Timothy Solinski, PS, PLS
Vice President
tsolinski@bhinc.com

April 5, 2018

Table of Contents

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- 2 SCOPE OF WORK.....3**
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 - 2.2 Quality Review / Control - Validation 7
- 3 DELIVERABLES7**
- 4 DEPLOYMENT / SCHEDULING7**
- 5 PRICING8**

1 TECHNICAL APPROACH

Bohannon Huston, Inc. (BHI) is pleased to submit this proposed approach, as the basis of estimate to provide a comprehensive mobile LiDAR scanning inventory of The City of Hobbs (COH) street network. Mobile LiDAR data will be collected throughout the City covering between 250 and 300 linear miles of road network. This data offers a highly accurate¹ baseline picture of the scanned street infrastructure. Given the high accuracy and the comprehensive coverage over the hard street surfaces, the data collected and derived from mobile LiDAR scanning offers the unique capability to meet and support true multipurpose engineering design applications ranging from transportation infrastructure to detailed site specific drainage analysis.

The cost estimate provided in the attached pricing section includes services for a City-wide mobile lidar data scanning project and GIS feature data extraction from the mobile LiDAR elevation / intensity data.

Project scanning data will be controlled with base station data operating simultaneous to the scans and based on coordinate values from the newly developed COH Geodetic Control Network. Data validation and additional control configurations will be planned and performed as part of the project to verify that mobile LiDAR scanning data conforms to expected accuracies. This project includes feature data development of GIS linework and feature representation on all hard surface data collected and visible in the mobile scans. Resulting GIS feature data shall be digitized into a GIS Feature Class.

This proposal includes the following assumptions and/or conditions:

- Data collection will be performed between 250 and 300 linear miles of designated City of Hobbs roadways. The Open Street Map (OSM) road layer depicted in Exhibit A contains 276 linear miles of road features. It is recognized that some of these segments (e.g. isolated short segment roads less than 300 feet) may be eliminated in the final designated drive plan while other roads may be added for connectivity or multiple drive paths to scan arterial / median roads.
- COH roadways designated for collection lie primarily within the City limits with some additional designated roads outside of the City limits providing through route connectivity and collection of important arterial roadways.
- COH may assist and supply where required any traffic control to allow for safe and unimpeded access to City of Hobbs streets and roadways.
- The City of Hobbs will collaborate with BHI in the design and approval of a defined road network drive plan for mobile LiDAR data collection.
- Collected GIS feature data will inherit vertical values from the mobile LiDAR.

2 SCOPE OF WORK

2.1 Mobile LiDAR Data Collection (Field / Office Data Processing)

Mobile scanning of between 250 and 300 linear miles of roadway will be collected along designated roadways using the Leica Pegasus-Two Mobile Mapping System (MMS). The basis of estimate has been guided by the Open Street Map road network shown in Exhibit A to derive a mobilization acquisition estimate for days on station. Roadways with medians and larger arterials will be captured by driving each opposing traveled way to minimize obscured features. Residential street time of acquisition will consider primarily daytime collection to minimize impacts / occlusions caused by on-street parked vehicles. Arterial data collection time of acquisition will consider night collection and/or City sponsored/assisted traffic control to lessen occlusion impacts on hard surfaces.

¹ Typical mobile lidar reported data accuracies meet 0.01 foot vertical accuracy and 0.25 foot horizontal accuracy at the 95% confidence interval.

Exhibit A - City of Hobbs (COH), NM Mobile LiDAR Collection Leica Pegasus-2 mobile scanner

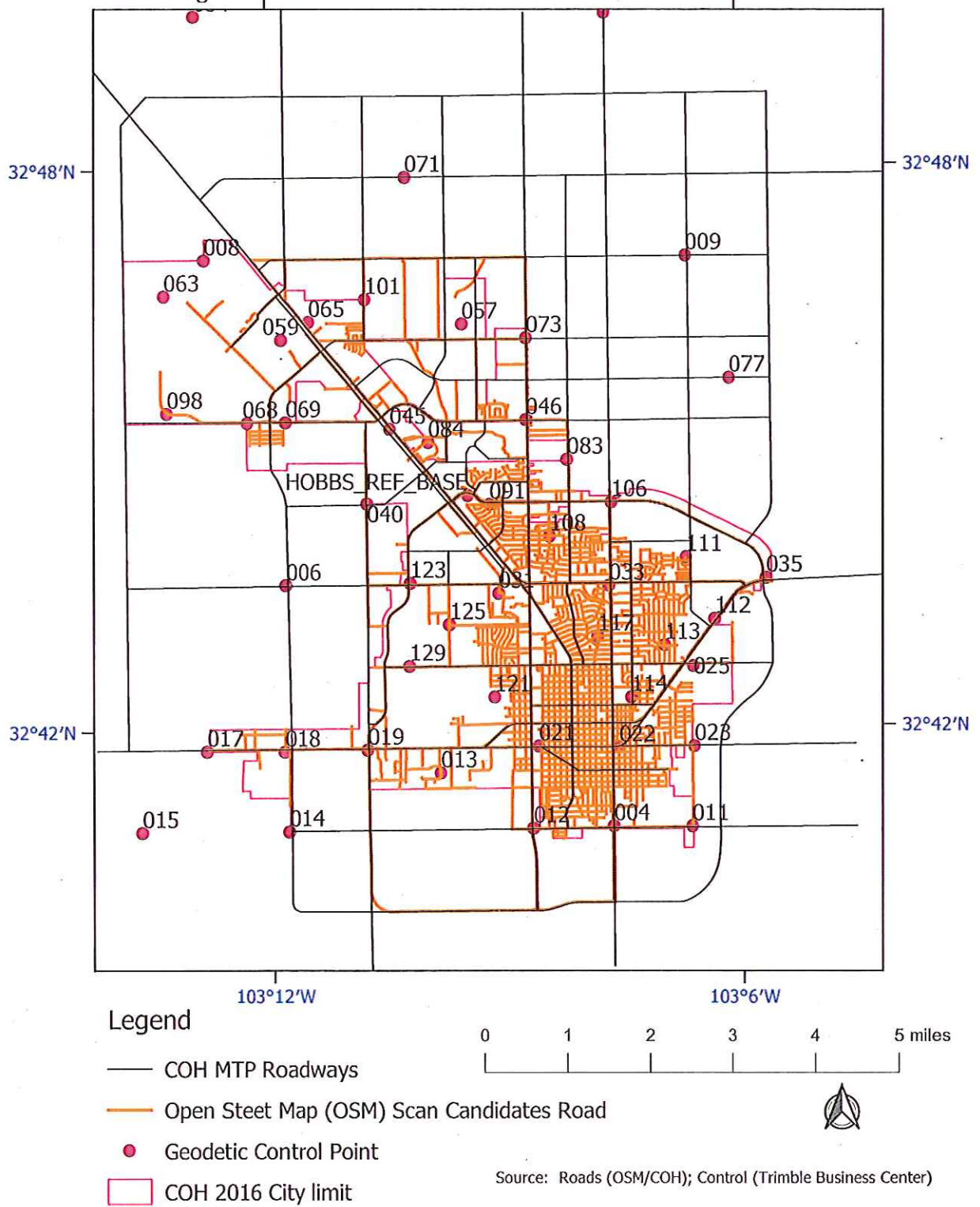



Figure 1. Open Street Map (OSM) candidate road network for City of Hobbs, NM Mobile LiDAR Collection.

Mobile LiDAR collection/production specifications are outlined in the following tables which reference specific technical aspects of the mobile LiDAR task item.

Mobile LiDAR Data Collection and Product Development	
Requirement	Description
Data Capture Method: Sensor Type and Acquisition Platform	<p>Sensor: Leica Pegasus-Two Mobile Mapping System (MMS) https://leica-geosystems.com/-/media/files/leicageosystems/products/datasheets/leica_pegasustwo_ds.ashx?la=en-us</p> <p>The Leica Pegasus-Two MMS is mounted on any standard SUV creating the ability to access all public roads and streets. Acquisition operations of this single scanning head system are managed by the sensors integrated GPS and IMU into one cooperative unit.</p> <p>Platform: Sport Utility Vehicle (SUV) with roof rack mounting Operations Crew: Driver and Sensor Operator (Transcend Spatial Solutions, [TSS]) Acquisition Speed: Published speed limit Traffic Control: COH supplied where necessary</p>
Control	<p>Base station: During data acquisition, independent GPS (GLONASS capable) base stations (2) will be set to log satellite data at a 1-second epoch, consistent with the log rate of the mobile GPS. The mobile GPS positioning is further supplemented by the IMU providing vehicle and sensor position and orientation updates at a rate of 200 times per second. Initial calibrations and GPS fidelity checks are conducted prior to driving the route. Base station data will be set for collection prior to and after mobile scanning.</p> <p>Additional Targeted Control: Additional targeted control planning will be implemented as verification and check-in control for captured scanning. Controlled target pairs (painted 2-foot chevrons) will be marked and distributed at strategic locations in the scanning corridor. Any COH geodetic control monument within the hard surface area of the scan will be marked for identification in the scan.</p> <div style="text-align: center;">  </div> <p>Figure 2. Typical painted MMS LiDAR control target for validation and supplemental control.</p>
Positional Accuracy	<p>Conforming to validation of NSSDA FGDC-STD-007 .3-1998: https://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3</p> <p>And where applicable to current practice standards "Guidelines for the Use of Mobile Lidar In Transportation Applications" http://onlinepubs.trb.org/onlinepubs/nchrp/docs/NCHRP15-44_FinalGuidelines.pdf Positional Accuracy Reporting recommendations to follow FGDC accuracy reporting standards.</p>

Mobile LiDAR Data Collection and Product Development										
Collection Density	Nominally 0.3 foot scan separation in the direction of travel.									
Point Cloud Processing	Point clouds will be processed according to GPS/IMU trajectories and segmented into final calibrated and controlled point clouds. Final calibrated point cloud data shall be processed into LAS version 1.2 formatted point clouds.									
GIS Feature Collection Product Development	Two primary feature collection support products will be developed from the final calibrated point cloud data: intensity imagery and elevation terrain products. GIS feature extraction from mobile LiDAR shall be developed from processed point cloud. Point cloud data will be processed/filtered to remove point cloud noise (traffic) that may interfere with the terrain development over the primary traveled way. Additionally, LiDAR intensity data will be generated at nominal resolutions similar to the scan separation distance to facilitate image based analysis and GIS feature data capture from horizontally accurate MMS intensity imagery.									
Deliverable GIS Features	<p>Extents: The spatial extents of GIS feature extraction nominally represent any visible from back of sidewalk to back of sidewalk across the traveled way of the scanned roadway. This is the area within the scan considered to be horizontally and vertically accurate. Based upon the products developed in the immediately preceding section above, 2D GIS features shall be compiled within the extents of the scan nominally representing visible hard surface elements detectable in the intensity and surface elevation model. Full 3D deliverable features will be processed using the terrain data developed from the mobile LiDAR, with quality control assessment to ensure logical consistency in 3D data values.</p> <p>Feature delineation will primarily be composed of point and lines feature data. At a minimum, project GIS feature development shall represent the following features:</p> <table border="1" style="margin-left: 40px;"> <tbody> <tr> <td>Back of curb</td> <td>Flow line</td> <td>Driveway</td> </tr> <tr> <td>Edge of asphalt</td> <td>Lane striping</td> <td>Pavement Markings</td> </tr> <tr> <td>Break line</td> <td>Back of sidewalk</td> <td>Centerline</td> </tr> </tbody> </table>	Back of curb	Flow line	Driveway	Edge of asphalt	Lane striping	Pavement Markings	Break line	Back of sidewalk	Centerline
Back of curb	Flow line	Driveway								
Edge of asphalt	Lane striping	Pavement Markings								
Break line	Back of sidewalk	Centerline								
Metadata	<p>Deliverables will include file and project level metadata consistent with the Federal Geographic Data Committee's Content Standard for Digital Geospatial Metadata FGDC. http://www.fgdc.gov/metadata/csdlgm Metadata development will be guided and validated with USGS Metadata Parser (https://geology.usgs.gov/tools/metadata/tools/doc/mp.html)</p> <p>Metadata will include processing steps and software used. Compiled RMSE and at 95% will be reported. Additional items addressed in the metadata:</p> <p>Quality control – Procedures and Tests for accuracy.</p> <p>Metadata documentation will consist of a single separate file per product delivery type in extensible markup language (.xml) format.</p>									

2.2 Quality Review / Control - Validation

Data validation will be performed at critical acquisition and production phases during scanning, point cloud processing, feature collection and prior to delivery. Independent review controls throughout production will ensure accurate 3D data with completeness and logical consistency across the project. Validation testing will be performed to ensure proper data representation.

3 DELIVERABLES

All GIS data will be delivered in the project coordinate system with 3-D geometry inherent in the features and provided in digital format on electronic media. Deliverables will be provided in ESRI and/or Civil 3D formats per City-provided schema requirements. Project deliverables will include:

Table 1. Mobile LiDAR Deliverable Table.

No.	Deliverable	Content	Format
1	Survey Report	1. Supplemental Chevron Target Survey Report	Minimum Standards for Surveying in New Mexico (pdf)
2	Controlled Mobile LiDAR	2. Point cloud data by trajectory	ASPRS LAS Version 1.2
3	Mobile LiDAR Intensity Imagery	3. Production product used to support GIS feature collection	GeoTIFF
4	Mobile LiDAR Derived Digital Elevation Model (DEM)	4. Production product used to support GIS feature collection	GeoTIFF
5	GIS Feature Collection	5. 3D Pavement / roadway features collected from back of sidewalk to back of sidewalk including: back of curb, flow line, driveway, edge of asphalt, lane striping, pavement markings, break line, centerline and back of sidewalk,	ESRI Geodatabase / Autodesk Civil 3D
6	Final Roadway Elevation Model	6. Triangulated Irregular Network (TIN) based elevation model developed from GIS Features / point cloud data	GeoTIFF / ESRI Geodatabase / Autodesk Civil 3D

4 DEPLOYMENT / SCHEDULING

Capture of the anticipated designated road network is expected to require an eight day MMS deployment to the City of Hobbs. Additional control targeting will be scheduled and performed prior to MMS deployment.

A nominal deployment schedule is presented below to illustrate potential timing of arterial roadway scanning. Scheduling is organized to minimize roadway occultations and mitigate the potential need for traffic control, however BHI is open to any additional traffic control support the City may offer during MMS scanning.

The overall schedule for data production will commence immediately following project scanning. Project data processing activities will be phased to handle to the large volumes of both collected GPS base station data and point cloud datasets. As point cloud scan data sets are processed and controlled, feature extraction production datasets will undergo setup and processing to allow for GIS feature extraction. The project processing schedule will fit within a four month window from demobilization of the MMS system.

Table 2. Notional MMS deployment schedule for eight day deployment to City of Hobbs, NM.

Activity (Day)	Site	Notes	Time Required	Logistics Needs
Monday (1)				
Primary Activity: Field Deployment - Designated Roadway MMS Scanning - Demobilization				
Base station setup / MMS Equipment Testing / Scanning	Hobbs	Residential Street	8 h	COH Reference Station Data
Tuesday (2)				
Base station setup / Scanning	Hobbs	Residential Street	8 h	
Wednesday (3)				
Base station setup / Scanning	Hobbs	Residential / Arterial Roadway	4 h / 4 h	pursuit vehicle/truck w/ light bar
Thursday (4)				
Base station setup / Scanning	Hobbs	Residential / Arterial Roadway	4 h / 4 h	pursuit vehicle/truck w/ light bar
Friday (5)				
Base station setup / Scanning	Hobbs	Residential Street	8 h	
Saturday (6)				
Base station setup / Scanning	Hobbs	Residential Street	8 h	
Sunday (7)				
Base station setup / Scanning	Hobbs	Arterial / Residential Roadway	4 h / 4 h	pursuit vehicle/truck w/ light bar
Monday (8)				
Base station setup / Scanning	Hobbs	Residential Street	8 h	

5 PRICING

The table below presents the project cost estimate developed from current Bohannon Huston, Inc. GSA rates under Contract Number: GS-00F-0001-Y. Fees below do not include applicable state taxes. If need be, the project may be phased to complete Mobile LiDAR tasks 1 and 2 (Control and Scanning) jointly with task 3 (GIS feature extraction) occurring at a later time.

Table 3. Pricing Table City of Hobbs, NM Mobile LiDAR Control, Scanning and GIS feature development.

No.	Task	Description	Total Price
1	Supplemental Control Targeting	Marking, GPS observation and data reduction / processing of supplemental MMS control targets.	\$17,978
2	MMS LiDAR Scanning	Between 250 - 300 linear miles of mobile lidar scanning and point cloud processing.	\$93,455
3	GIS Feature Data Extraction	Terrain and GIS feature data development from final controlled MMS scans.	\$86,154
Total Pricing:			\$197,587.00
Price per linear mile @ 300 mi. of scanning and data processing			\$658.62

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page of Pages

1 | 2

Amendment/Modification No.
PO-0032

3. Effective Date:
Nov 19, 2017

4. Requisition/Purchase Req. No.

5. Project No. (if Applicable)
CORPORATE

6. Issued By:

General Service Administration
GSA, MANAGEMENT SERVICES CTR
400 15TH ST, SW RM 2757 (AQSA)
AUBURN WA 98001

7. Administered By: (if Other)

GSA/FAS/QVOCE
401 WEST PEACHTREE ST
ATLANTA, GA 30308

8. Name and Address of Contractor (No. Street, County, State and Zip Code)

BOHANNAN-HUSTON, INC.
7500 JEFFERSON ST NE

ALBUQUERQUE, NM 871094385

9A. Amendment of Solicitation No:

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.

GS0DF0001Y

10B. Dated (See Item 13)
Nov 19, 2007

Code

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.101(b). Type of contract modification: Initial

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority): See Block 13 Notes...

E. IMPORTANT: Contractor: Is not required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

In accordance with clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), this contract is hereby extended from November 19, 2017 through November 18, 2022, Option Period 2. The pricing included in supplemental modification PS-0034 applies to this option period. The 0.75% Industrial Funding Fee is included in the pricing.

In accordance with clause 552.238-81, failure to update your electronic file submission will adversely impact the customers ability to use your services. Questions regarding this modification should be directed to Contracting Specialist Carlos Stewart at

Continue next page...

15A. NAME AND TITLE OF SIGNER (Type or Print)

GSA Initiated Mod

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)

Verla E. Lee

15B. CONTRACTOR/OFFEROR

Signature Not Required
(Signature of person authorized to sign)

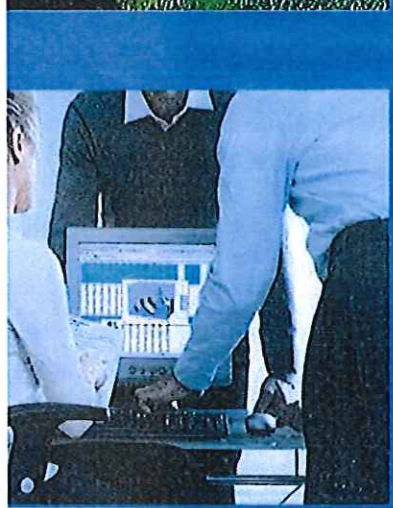
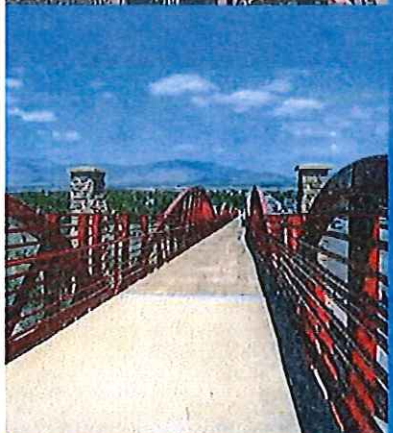
15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

Signed electronically See above
(Signature of Contracting Officer)

16C. DATE SIGNED

Nov 17, 2017



PROFESSIONAL ENGINEERING SERVICES (PES) GEOGRAPHIC INFORMATION SERVICES (GIS) INFORMATION TECHNOLOGIES – PROFESSIONAL (IT)



FSC Group 871	
Special Item No. 871-1(RC)	Strategic Planning for Technology Programs/Activities
Special Item No. 871-2(RC)	Concept Development and Requirements Analysis
Special Item No. 871-3(RC)	System Design, Engineering and Integration
Special Item No. 871-4(RC)	Test and Evaluation
Special Item No. 871-5(RC)	Integrated Logistics Support
Special Item No. 871-6(RC)	Acquisition and Life-Cycle Management
Special Item No. 871-7(RC)	Construction Management
FSC Group 899	
Special Item No. 899-7(RC)	Geographic Information Services
FSC Group 70 (C132)	
Special Item No. 132-51(RC)	Information Technology – Professional Services

Contract Number: GS-00F-0001Y

Option Contract Period: November 19, 2012 – November 18, 2017

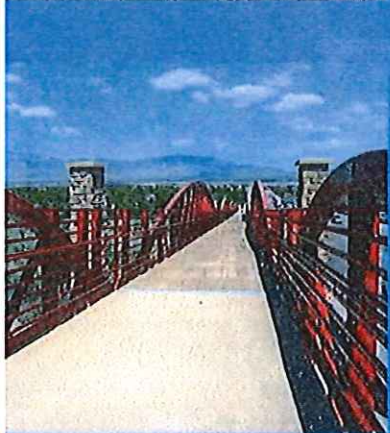
Accepted Refresh 15, Modification: October 1, 2011

Web site: www.bhinc.com

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The internet address for GSA Advantage! is <http://www.gsaadvantage.gov>.

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 Information Technology (IT) SINs C132-51, C132-51RC & C132-51STLOC..... 6
 Environmental Services (ES) SINs C899-7 & C899-7RC 6



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**GSA AUTHORIZED FEDERAL SUPPLY SERVICE
SCHEDULE PRICE LIST AND CATALOG**

Title: Professional Engineering Services (PES) and Construction Management
GIS (Environmental Services)
Information Technology – Professional Services

FSC Classes: C871 – 1(RC), C871 – 2(RC), C871 – 3(RC), C871 – 4(RC), C871 – 5(RC),
C871 – 6(RC), C871 – 7(RC), C899 – 7(RC), C132 – 51(RC)

Contract Number: GS-00F-0001Y

Contract Period: November 19, 2012 thru November 18, 2017

Points of Contact: Marketing: Mr. James V. Flint, PE
Vice President
Phone: 505.823.1000
Fax: 505.798.7988
Email: jflint@bhinc.com

Contracts: Mr. James V. Flint, PE
Vice President
Phone: 505.823.1000
Fax: 505.798.7988
Email: jflint@bhinc.com

Business Size: LARGE – NAICS Codes Follow:
541330 - Engineering Services
541350 - Building Inspection Services
541370 - Surveying and Mapping (except Geophysical) Services
541511 - Custom Computer Programming Services
541512 - Computer Systems Design Services
541513 - Computer Facilities Management Services
541519 - Other Computer Related Services
541430 - Graphic Design Services
541620 - Geographic Information
541711 - Research and Development in Biotechnology
541712 - Research and Development in the Physical, Engineering, and Life
Sciences (except Biotechnology)

Tax ID Numbers (TIN): 850202170

Central Contractor Registration (CCR)/DUNS No.: 061273777

Cage Code: 1BHR9

Contractor's Ordering and Remittance Address (Regular Mail):
Bohannon Huston, Inc.
7500 Jefferson Street NE
Albuquerque, NM 87109

EFT: Remittance Address (Electronic payments):
Bank of Albuquerque
Account Name: Bohannon Huston, Inc.
ABA Routing #: 107006606
Account #: 8094020423



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: CONSIDERATION TO ADOPT THE RESOLUTION APPROVING THE ROW MANAGEMENT POLICY, APPLICATIONS AND SETTING PERMIT AND LICENSE FEES AS PER MC 12.01.120.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs Planning Board, after careful consideration, is recommending for approval by the City Commission the attached Resolution approving the City of Hobbs ROW Management Policy, ROW Work Permit and ROW License Application as well as the fees associated therewith and contained therein. The Planning Board held a special meeting on July 31, 2018 and voted 6 to 0 to recommend approval of the above items.

Fiscal Impact:

Reviewed By: 
Finance Department

Fees received from the implementation of this resolution shall be deposited into a newly created Fund.

Attachments: ROW Policy, ROW Work Permit Application and ROW License Application.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends consideration of the Adoption of the Ordinance.

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. 6702

A RESOLUTION APPROVING THE ROW MANAGEMENT POLICY, APPLICATIONS AND SETTING PERMIT AND LICENSE FEES AS PER MC 12.01.120.

WHEREAS, the City of Hobbs enacted Municipal Code 12.01-ROW Management Ordinance; and

WHEREAS, the aforementioned adopted Code allows for and requires for fees for work performed within the public ROW's or private infrastructures occupation of the ROW's, and;

WHEREAS, the City of Hobbs Planning Board meet at a Special Public Meeting on July 31, 2018 and recommended approval of the attached Policy, Applications and the Fees therein, and;

WHEREAS, adopting said Policy, Applications and Fees are in the best interest of the City.

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

1. The City of Hobbs hereby adopts the Policy, Applications and Fees, which is attached hereto and made a part of this Resolution.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**City of Hobbs
ROW Work Permit &
ROW Occupancy License Policy
per
Resolution # 6702**

Cross References: Hobbs Municipal Code: Chapter 12.01-ROW Management Regulations, 12.04 - Street Improvements, 12.08 - Sidewalk Construction, 12.12 - Sidewalk Obstructions, 12.16 - Curbs, Gutters and Driveways, 12.20 - Ditches & Pipelines; Title 15: Buildings and Construction; Title 16: Subdivisions.

ROW WORK PERMIT & ROW OCCUPANCY LICENSE REQUIRED:

Authority. This Policy is promulgated under authority of the Hobbs Municipal Code, Title 12.

Permission required. It shall be unlawful to make any excavation in or deposit any earth or other material on any public way or to construct any item or encroachment in any public right of way or public easement, or on any City owned real property without permission in writing from the City Engineer.

Protection of public. All persons so duly authorized working within or constructing facilities within the public right of way shall protect and mark the area in such a manner as to ensure the safety of vehicular and pedestrian traffic, and such warnings shall be clearly visible both day and night. The public right of way is hereby defined as any street, alley, thoroughfare, arterial or other public way, and includes all public easements.

Refilling/Backfilling. Immediately upon the completion of any improvement for which an excavation has been made, the excavation shall be backfilled in compacted lifts or with flowable fill. Any excess dirt or other matter shall be removed.

Restoration of right of way. The Permittee shall restore the right of way to its prior condition as soon as reasonably possible following backfilling and compaction, preferably tested by an independent testing laboratory.

ROW Work Permit Required. Facilities within the public's right of way appurtenant to and/or serving a permitted development do not require a ROW Work Permit provided the plan set utilized to secure the Building Permit located and detailed the facilities. **If a building permit is not required for the placement of the facility a ROW Work permit is required.**

ROW Occupancy License Required. Private facilities within the public's right of way can only be emplaced upon receipt of a ROW Occupancy License. A ROW Occupancy License shall not exceed a 10 year term. The fee for a ROW Occupancy Licensee shall be ?? per square foot of occupation with a 9 square foot minimum and all linear occupations shall be no less than 2' in width.

New Mexico One Call Alert: The applicant must follow the New Mexico One Call Alert System 1-800-321-2537 prior to any excavation. The purpose is to locate all utilities in the work area prior to excavation. The applicant should also notify the local utility companies if possible.

Application. Application for a ROW Work Permit required by this policy shall be made on forms provided by the Engineering Department, to the Building Department, and shall be accompanied by a plan showing accurately the extent and character of the work to be performed. The Building Official will refer the permit application to the other Municipal Departments for review.

Consideration, approval. After examination and consideration of the application for the permit including the plan and examination of the premises if deemed necessary, the Engineering

Right-of-Way Work Permit Policy, Page 2.

Department is authorized and directed to recommend approval of a ROW Work Permit, if the work proposed will not unreasonably interfere with the proper and safe use of the street, alley, sidewalk or right-of-way. No work shall be performed until such permit has been granted.

General requirements and restrictions. No person or entity shall build, construct, work or encroach upon a public right of way, drainage easement or public utility easement or City owned real property without obtaining a permit as set forth herein in this ROW Permit Policy

Emergency Work. In the case of emergency work, the person or entity performing the work shall notify the city on the next working day after the emergency and obtain the required permits within forty-eight hours of the emergency.

Revocation of Permits and Indemnification of the City. A ROW work permit may be revoked upon a determination by the Engineering Department that the work being performed within the right of way is not in conformance with the approved permit. In addition, should any action or claim be brought against the city as a result of a person or entity building, constructing, or working within the city right of way, such person, whether written permission was received or not, and whether the required insurance was in effect or not, shall defend, indemnify and hold the city harmless from any such actions or claims.

Acceptable Insurance Requirement. "Acceptable insurance" means a minimum of one million dollars of general liability insurance for each occurrence provided by an insurance company rated B+ or higher (by A.M. Best company) and a financial size category (FSC) of "V" or higher. The City should be made an additional insured party on the Insurance Certificate to be submitted to the City. The City Attorney shall determine if a Company's insurance requirements are adequate. Franchise utilities should have an Insurance Certificate on file with the City.

Restrictions on Privately Owned Real Property. No person or entity shall excavate, build, construct, work or encroach upon a privately owned real property without first obtaining written permission from the Property Owner and in the case of leased property, to also obtain permission from the Lessee. Exceptions to the above would be made according to private or public easements of record and standing permits of access and right-of-entry.

ROW Work Permits & ROW Occupancy License.

General Requirements for ROW Work Permits & ROW Occupancy License are detailed in Table A on the next page. The required permit form is attached hereto.

Permit fees to support processing and review costs are detailed in Table B.

**Table A
General Requirements
ROW Work Permits**

TYPE OF WORK	ROW Occupancy License Required	ROW Work PERMIT REQUIRED	INSURANCE REQUIRED DURING CONSTRUCTION
Franchisee Infrastructures	No	Yes	No
Private Infrastructures	Yes	Yes	Yes
Barricade ROW	No	Yes	Yes
Driveways and Curbs (as part of permitted development)	No	No	Yes
Driveways and Curbs (separate from permitted development)	No	Yes	Yes
Sidewalks (as part of permitted development)	No	No	Yes
Sidewalks (separate from permitted development)	No	Yes	No
Retaining Walls ²	No	Yes	Yes
Mailboxes (Cluster units installed by USPS and Others)	No	Yes	Yes
Other Structures	Yes	Yes	Yes
Site Grading	No	Yes	Yes
Block Parties	No	Yes	No

Notes to Table A:

1. Insurance requirements as defined by the City Attorney. Insurance is not required for individual ROW Work Permits for Municipal Franchisees. A Municipal Franchisee is a utility company empowered with a franchise agreement with the City of Hobbs to provide some type of utility service within the City limits of Hobbs.
2. A retaining wall is defined as a wall located within the public right of way with a maximum height of 3' designed to resist the lateral displacement of soil or other materials from the adjacent private property.
3. Utility Clearance may be required for facilities, as deemed necessary by the City Engineer.
4. Curb and gutter can only be constructed by a licensed contractor.

Table B
ROW Work Permit Fees

TYPE OF WORK	Fee For Franchisee or Licensee
Perpendicular ROW Cut	\$100
Parallel ROW Cut	\$25
Barricade ROW	\$25
Perpendicular ROW Bore	\$1
Retaining Walls ⁴	\$100
Driveways and Curbs (separate from permitted development)	\$10 & up
Sidewalks (separate from permitted development)	\$10 & up
Mailboxes (Cluster units installed by USPS and Others)	\$10
Sewer Service Laterals	\$10
Closing ROW for Block Parties	\$0

Notes to Table B:

1. If the public infrastructures affected by the work permitted are not satisfactorily repaired within 10 days of the excavation work, a double fee will be assessed.
2. For excessive length parallel cut projects in excess of 1,000 LF, a per foot fee - at \$0.10/LF may be assessed.

Right-of-Way Work Permit Policy, Page 5.

Permit Not Required: ROW Work Permits are not required for the following:

1. Non-structural, individual mailboxes for single family residential properties. A non-structural mail box is defined as a box that does not use any concrete/brick/mortar except to set the pole.
2. Commercial/Residential landscaping maintenance or irrigation system repairs within the adjacent ROW.
3. Temporary utility maintenance work conducted by a franchised utility or the City for a period of time not exceeding two (2) hours in length, that does not include any type of ground excavation.

Prohibited: No fences or screening walls of any kind shall be built or constructed within the public's ROW. All fences existing within the public's ROW at the time of adoption of this policy are hereby deemed a legal non-conforming structure allowed to remain in place, unless replaced or substantially repaired or determined to be a threat to the health and safety of the community.

Utility Review: If deemed necessary by the City Engineer, site plan and project information for a project shall be submitted to Franchisees or Licensees having infrastructures within the area before issuance of permits. The Franchisees or Licensees may request additional information to determine compliance with their regulations. The Franchisee or Licensee must approve the request prior to issuance of a ROW Work Permit or a new ROW Occupancy License and approval shall not be unreasonably withheld.

General Construction Requirements:

All density and material requirements will be as found in the latest edition of the APWA Standard Specifications. Base Course shall be Type I or II and the Asphalt Concrete Aggregate shall be Type B. If Superpave pavement is used it shall be a New Mexico State Highway and Transportation Department (NMSHTD) mix design installed and shall be installed under NMSHTD Specifications.

A Professional Engineer shall provide quality control and compaction testing certification on any trench backfill and any subgrade, base course, and hot mix asphalt patching needed. The subcontracting firm providing the street patching shall also be a contractor licensed in New Mexico to perform that type of work.

All underground utility mains or lines shall be a minimum depth of 30" below ground surface.

A maximum of 300 feet of trench may be left open during the day at any location as long as access to all driveways is preserved when needed by the adjacent property owners. At night, all trenches should be backfilled if possible except for the beginning of the next day's work, which shall be barricaded properly. The permit holder shall barricade all open ditches when work crews are not present; and at night, the barricades shall maintain yellow/orange warning light flashers.

Upon completion of the construction, please remit copies of the compaction tests taken on each lift of trench backfill, subgrade, base course, and hot mix asphalt pavement at a minimum of 200 foot intervals along the trench. **Flowable fill (as specified by the City Engineer) is allowed in lieu of subgrade installation and compaction.**

Edges of pavement shall be saw cut straight a minimum of 12" beyond the trench edge and tacked to insure a good edge to patch against. Residential pavement cross sections shall be 6" base course and 2" hot mix asphalt pavement as a minimum. Arterial pavement cross sections shall be 10" base course and 4" hot mix asphalt pavement as a minimum, or match existing cross section, whichever is larger.

Alleys shall be patched with a six inch (6") caliche base surface. Contractor shall schedule their construction in alleys to coordinate with waste management to assure pickup of waste. Work performed in

Right-of-Way Work Permit Policy, Page 6.

locations back of curb shall result in minimal damage to existing property. Yards shall be replaced as closely as possible to the condition they were in prior to construction.

If unable to completely patch any street to grade within 48 hours after backfilling trench, trench must be filled to grade with flowable fill as specified by the City Engineer. All permit information must be provided to Building Official/Inspector for approval prior to beginning any street cut. All construction must comply with NMSHTD Design Standards and is subject to approval by the City Engineer. The City Engineer is authorized to approve minor variations to the Policy as determined in the best interests of the City of Hobbs.

WORK AREA TRAFFIC CONTROL REQUIREMENTS:

Purpose. The purpose of this policy is to: 1) Set forth traffic control requirements to be observed by all those who perform work in a public street; 2) Provide safe and effective work areas; and 3) Warn, control, protect, and expedite vehicular and pedestrian traffic.

Applicability. Unless otherwise stated, the requirements specified in this article are applicable to all private contractors, Franchisees, Licensees, and city work crews performing work on or within public ROWs and City owned real property within the city limits.

Traffic Control Requirements. All traffic control performed within the public's right of way shall conform to chapter 6, entitled "Standards for Work Zone Traffic Control," as set forth in the Manual on Uniform Traffic Control Devices, published by the federal highway administration.
(Code 1988, § 28-28)

Responsibilities.

(a) Generally. Construction work within the public's right of way is performed by private contractors, Franchisees, Licensees and city work crews, each with distinct and separate responsibilities, as discussed in this section.

(b) Private contractors & Licensees. Private contractors, when working in the public's right of way, shall be required to submit a traffic control plan to the Engineering Department, in conjunction with the request for a permit from the Engineering Department. This traffic control plan shall conform to the "Standards for Work Zone Traffic Control," as outlined in the Manual on Uniform Traffic Control Devices. Also, the traffic control plan shall include the time and date of the construction work.

(c) Private contractor under contract with city. Private contractors, when working under contract with the city for construction work, shall be required to follow the specific traffic control plan outlined in the construction plans. This traffic control plan shall conform to the "Standards for Work Zone Traffic Control," as outlined in the Manual on Uniform Traffic Control Devices. The contract administrator for the city shall be responsible for ensuring that the contractor follows the prescribed traffic control plan. The Engineering Department, Traffic Division will provide review of the project plans prior to the letting of the bid and will be available to inspect the traffic control devices during construction, as requested by each project contract administrator.

(d) Franchisees. When working in the public's right of way, shall be required to notify the City Traffic Division of any construction work that will adversely affect traffic and that will be in place for longer than 24 hours in duration. All traffic control shall conform to the "Standards for Work Zone Traffic Control," as outlined in the Manual on Uniform Traffic Control Devices. As required, the public works department will inspect the work site for conformance with the Manual on Uniform Traffic Control Devices.

Right-of-Way Work Permit Policy, Page 7.

(e) City work crews. City work crews, when working in the public right of ways, shall be required to conform as outlined in the Manual on Uniform Traffic Control Devices and will be required to obtain permits under this policy.

(f) Notification by private contractors, Franchisees, Licensees and city work crews. Private contractors, Franchisees, Licensees, and city work crews are responsible for notification to and coordination with all agencies that the traffic control will affect, including the following:

- Police Department (397-9265)
- Fire Department (397-9308)
- Franchisees, when applicable (Contact #s are available at the Engineering Department)
- Licensees, when applicable (Contact #s are available at the Engineering Department)
- City Engineering Department (Traffic) (370-3950, 397-9352)
- City Street Division (397-9318)
- City Manager. (397-9206)

If a street is to be closed, the following must also be notified:

- Waste Management (392-6571)
- B & G Transportation (392-8514) (or current school bus contractor)
- Hobbs Express (397-9290)

In the event that the excavation is near a buried pipeline, then the appropriate pipeline companies should be notified.

(g) Public Notice. The City Engineer and Contractor will jointly decide if a public announcement of street closures is to be made.

Temporary Work. A permit is not required for temporary infrastructure maintenance or street maintenance work conducted by a franchisee, licensee or the City which does not include any type of ground excavation provided that the period of time required for the maintenance work does not exceed two (2) hours in length. The utility or entity will be fully responsible to follow all traffic safety rules as specified in this policy.

Administration and Enforcement. The City engineer or his designee shall administer and enforce the provisions of this chapter. Under this policy, the City Engineer or his designee shall notify the private contractor or utility company of any deficiencies in traffic control. The private contractor or utility company will have two hours from the time of notification to correct the discrepancies. If the deficiencies are not corrected, the problem shall be turned over to the police department for enforcement, as outlined in the City of Hobbs Municipal Code. The City Engineer or his designee shall also notify the private contractor or utility company of any deficiencies in construction practices or repairs to the right-of-way and request corrected actions as necessary.

Violations & Penalties.

(a) Every violation of this article constitutes an offense. Each day a violation of this article exists constitutes a separate offense.

Right-of-Way Work Permit Policy, Page 8.

(b) The Police Department is authorized to issue citations for violations of this article and to file criminal complaints in municipal court, alleging violations of this article.

(c) The municipal court may impose a fine for each offense, not to exceed \$300.00 for each day the violation is found to have occurred. Failure to comply with any such orders for compliance or other judgements of the municipal court, including failure to pay fines previously imposed, shall constitute contempt of court and may be separately punished at the discretion of the municipal court.

Page 2.
CITY OF HOBBS
ROW WORK PERMIT

Damage Deposit and/or Bonding Information - Bonding Required if over \$20,000 in public infrastructure repairs. Damage Deposit may be required by City Engineer: \$_____ Amount Required.

Attach sketch showing work location or attach drawing.
(Please include cross streets, North arrow, and any known dimensions.)

CERTIFICATION OF PERMIT HOLDER:

I understand the requirements for work within the Right-of-Way as written in the Hobbs Municipal Code (see below). If applicable, I understand that a certificate of liability insurance naming the City of Hobbs as an additional insured must be on file in the Engineering Department during the construction phase of this project, and, if applicable, for the life of the project; and the permit holder indemnifies and holds harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of the permit holder or any employee or agent of consultant while engaged in performing the services called for herein. I understand that the contractor/ developer must maintain a Hobbs City Business License, New Mexico State Contractor's License, and Certificate of Liability Insurance throughout the duration of this permit and it is the Permittee's responsibility to comply with all applicable Statutes & Rules in regard to licensing and performance requirements. I understand that utility company clearance may be required from all utility companies prior to issuance of this permit and that any improvements in or to the Right-of-Way may require me to remove or replace my work at my expense.

All construction activities within the corporate limits of Hobbs shall be performed in accordance with all provisions of the Hobbs Municipal Code. Specifically, the applicant should be familiar with Title 12: Streets, Sidewalks, and Public Places; Title 15: Buildings and Construction; and Title 16: Subdivisions. Copies of these chapters are available upon request from the Engineering Department.

Print Name: _____ Company Name: _____

Authorized Signature: _____ Date: _____
Permit Holder

City of Hobbs Approval: _____ Date: _____

For Office Use Only:

<p>Letter of Utility Clearance Received:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> N/A</p>	<p>Liability Insurance Required During:</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Life of Project</p> <p>Life of Project Insurance Expires:</p>	<p>Construction Insurance Expires: _____</p> <p>Business License Expires: _____</p> <p>Permit Expiration Date:</p>	<p>Permit #: _____</p> <p>Permit Fee: _____</p> <p>Accepted by: _____</p>
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Application Review\Comments

Department	Comments if any
<p>Planning</p>	
<p>Engineering</p>	
<p>Fire Marshall</p>	
<p>Building Inspector</p>	
<p>Streets</p>	
<p>Utilities</p>	

FINAL INSPECTION REQUIREMENTS

When any project requiring a ROW Work Permit is complete and prior to backfilling, the applicant or contractor must call the City to request a Final Inspection.

Company Name: _____

Authorized Signature: _____

City of Hobbs Inspections

Utilities Inspected _____

Date _____

Inspected by _____

City of Hobbs
Application for ROW Occupancy License
Per Chapter 12.01, Hobbs Municipal Code

Application Date: _____ New License or Renewal of an existing License

Licensee Information

Name of License Holder:	
Address of License Holder:	
Phone Number of License Holder:	

Responsible Person for Facilities Information

Name:	
Address:	
Phone Number:	Day:
	Night:

Facilities Information

Purpose of Facilities:	
Type of Service Facilities will provide:	
Customer using product/services provided by facilities:	
Location of Facilities: (may require an NM Engineer stamped plan set)	

Note:

All ROW Occupancy License issued are Non-Exclusive unless explicitly otherwise. As per Resolution # ???, the municipality has established and adopted the ROW Occupancy License Fee(s) as reflected in the table below and attached hereto.

Type of Occupation	Location of Facilities	New Construction	Co-location
Non-Linear	Above Ground	\$24.00	\$12.00
Non-Linear	Below Ground	\$6.00	\$3.00
Linear	Above Ground	\$1.00	\$0.30
Linear	Below Ground	\$0.20	\$0.10
Small Wireless Facility	Above Ground	\$250.00 per Site	
ROW Occupancy Application Review Fee		\$800.00 per Application	

Note: Non-Linear Fees as reflected in the above Table are per square foot and Linear Fees are per linear foot with a 2' foot width, all fees, excluding the 1 time application fee are yearly.

CERTIFICATION OF LICENSE HOLDER:

I understand the requirements for occupation of the public's Right of Way as written in the Hobbs Municipal Code Chapter 12.01. If applicable, I understand that a certificate of liability insurance naming the City of Hobbs as an additional insured must be on file in the Engineering Department during the construction phase of this project, and, if applicable, for the life of the project; and the license holder indemnifies and holds harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of the permit holder or any employee or agent of consultant while engaged in performing the services called for herein. I understand that the contractor/ developer must maintain a Hobbs City Business License and Certificate of Liability Insurance throughout the duration of this license and it is the Licensee's responsibility to comply with all applicable Statutes & Rules in regard to facilities within the license area. I understand that franchisee clearance may be required from all franchisee's prior to issuance of this license and that any improvements in or to the Right of Way may require licensee to remove or replace licensee's facilities at licensee's expense.

All construction activities within the corporate limits of Hobbs shall be performed in accordance with all provisions of the Hobbs Municipal Code. Specifically, the applicant should be familiar with Title 12: Streets, Sidewalks, and Public Places; Title 15: Buildings and Construction; and Title 16: Subdivisions. Copies of these chapters are available upon request from the Engineering Department.

Print Name: _____ Company Name: _____

Authorized Signature: _____ Date: _____
License Holder

City of Hobbs Approval: _____ Date: _____

For Office Use Only:

<p>Letter of Franchisee Clearance Received:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> N/A</p>	<p>Liability Insurance Required During:</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Life of Project</p> <p>Life of Project Insurance Expires:</p>	<p>Construction Insurance Expires: _____</p> <p>Business License Expires: _____</p> <p>License Expiration Date:</p>	<p>License #: _____</p> <p>License Fee: _____</p> <p>Accepted by: _____</p>
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Application Review\Comments

Department	Comments if any
Planning	
Engineering	
Fire Marshall	
Building Inspector	
Streets	
Utilities	

Type of Occupation	Location of Facilities	New Constru	Co-location
Non-Linear	Above Ground	\$24.00	\$12.00
Non-Linear	Below Ground	\$6.00	\$3.00
Linear	Above Ground	\$1.00	\$0.30
Linear	Below Ground	\$0.20	\$0.10
Small Wireless Facility	Above Ground	\$250.00 per Site	
ROW Occupancy Application Review Fee		\$800.00 per Application	

Example #1

A 10' x 10' Non-Linear above ground occupation.

New Construction

Application Review Fee	\$800.00
Fee per Year	\$2,400.00
10 year maximum license	\$24,000.00

Example #2

A 10' x 10' Non-Linear under ground occupation.

New Construction

Application Review Fee	\$800.00
Fee per Year	\$600.00
10 year maximum license	\$6,000.00

Example #3

A 2,000' Linear above ground occupation.

New Construction

Application Review Fee	\$800.00
Fee per Year	\$2,000.00
10 year maximum license	\$20,000.00

Example #4

A 2,000' Linear under ground occupation.

New Construction

Application Review Fee	\$800.00
Fee per Year	\$400.00
10 year maximum license	\$4,000.00

Example #5

A typical Telcom small cell deployment occupation

New Construction

Application Review Fee	\$800.00
Fee per Year (UGLin)	95,000 \$19,000.00
Fee per Year (SWF)	40 \$10,000.00
10 year maximum license	\$290,000.00

Example #1

A 10' x 10' Non-Linear above ground occupation.

Co-locate

Application Review Fee	\$800.00
Fee per Year	\$1,200.00
10 year maximum license	\$12,000.00

Example #2

A 10' x 10' Non-Linear under ground occupation.

Co-locate

Application Review Fee	\$800.00
Fee per Year	\$300.00
10 year maximum license	\$3,000.00

Example #3

A 2,000' Linear above ground occupation.

Co-locate

Application Review Fee	\$800.00
Fee per Year	\$600.00
10 year maximum license	\$6,000.00

Example #4

A 2,000' Linear under ground occupation.

Co-locate

Application Review Fee	\$800.00
Fee per Year	\$200.00
10 year maximum license	\$2,000.00

Example #5

A typical Telcom small cell deployment occupation

Co-locate

Application Review Fee	\$800.00
Fee per Year (UGLin)	95,000 \$9,500.00
Fee per Year (SWF)	40 \$10,000.00
10 year maximum license	\$195,000.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Gold Creek Homes has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

FY19 Budget Available \$763,900.00, subject to DFA approval

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6703

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Gold Creek Homes concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 6th day of Aug, 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for the development of market rate single-family units, to be produced within 180 days of ratification of this agreement, within Homestead Subdivision located within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2018 are eligible through 12/31/2018.

a. Incentive not to exceed per square footage basis:

i. \$10.00 per sq. ft. north of Sanger

- ii. \$20.00 per sq. ft. south of Sanger
- iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 - 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed with the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the housing project. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

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

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or

incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

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

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: SAM D. COBB, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

EFREN CORTEZ, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM


MEETING DATE: August 6, 2018

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH SOMBRA HOMES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Sombra Homes, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00.

Fiscal Impact:

Reviewed By: 

Finance Department

FY19 Budget Available \$763,900.00, subject to DFA approval

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

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. 6704

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH SOMBRA HOMES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Sombra Homes, LLC concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 6th day of Aug. 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Sombra Homes, LLC, 1113 W. Canterbury St., Hobbs, NM 88242, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for the development of market rate single-family units, to be produced within 180 days of ratification of this agreement, within Homestead Subdivision located within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2018 are eligible through 12/31/2018.

a. Incentive not to exceed per square footage basis:

i. \$10.00 per sq. ft. north of Sanger

- ii. \$20.00 per sq. ft. south of Sanger
- iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 - 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed with the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the housing project. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

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

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or

incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

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

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:

a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

2. The following events constitute a breach of this Agreement by City:

a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Sombra Homes, LLC, 1113 W. Canterbury St., Hobbs, NM 88242 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: SAM D. COBB, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

EFREN CORTEZ, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH KEN BERRY CONSTRUCTION CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2018
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Ken Berry Construction has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00.

Fiscal Impact:

Reviewed By: 
Finance Department

FY19 Budget Available \$763,900.00, subject to DFA approval

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

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. 6705

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH KEN BERRY CONSTRUCTION CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Ken Berry Construction concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 6th day of August, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 6th day of Aug. 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Ken Berry Construction, 7810 W. Stiles Rd., Hobbs, NM 88242, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for the development of market rate single-family units, to be produced within 180 days of ratification of this agreement, within Homestead Subdivision located within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2018 are eligible through 12/31/2018.

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i. \$10.00 per sq. ft. north of Sanger

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- iii. Calculation based on living area only
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- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 - 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed with the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the housing project. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

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

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or

incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

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

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Ken Berry Construction, 7810 W. Stiles Rd., Hobbs, NM 88242 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: SAM D. COBB, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

EFREN CORTEZ, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public _____

My Commission Expires: _____