

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

April 15, 2019



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

Monday, April 15, 2019 - 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 April 1, 2019, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming April 15, 2019, as "*Hobbs Eagles Cheerleaders Day*"
3. Proclamation Proclaiming the Week of April 14 - 20, 2019, as "*National Public Safety Telecommunicators Week*"

4. Recognition of Officer Seth Ford, Hobbs Police Department, for Most DWI Arrests 2018 *(Kelly Livingston, DWI/Probation Director)*
5. Recognition of City Employees - Milestone Service Awards for April, 2019:
 - ▶ 5 years - Rebecca Carter, Hobbs Fire Department
 - ▶ 5 years - Zachary Schaefer, Hobbs Fire Department
 - ▶ 15 years - Nathan Eubank, Hobbs Police Department
 - ▶ 30 years - Claude (Wayne) Cheatham, Parks Department

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

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

6. Resolution No. 6786 - Relating to the Disposition of Obsolete, Worn Out and Unusable Personal Property Owned by the City of Hobbs, Specifically Relating to the Exchange of Four (4) Servers Plus Related Storage Equipment *(Toby Spears, Finance Director)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. **PUBLIC HEARING**: Resolution No. 6787 - Concerning the Issuance of a Restaurant Liquor License to Barracudas, LLC, Located at 1320 East Broadway, Hobbs, New Mexico *(Efren Cortez, City Attorney)*
8. **HEARING**: Resolution No. 6788 - Enforcing or Rescinding Resolution No. 6771 as it Applies to Condemned Property Located at 1109 West Sanger, Hobbs, New Mexico *(Erik Scramlin, Deputy City Attorney)*
9. **PUBLICATION**: Proposed Ordinance Prohibiting Parking of Commercial Motor Vehicles on Streets *(Erik Scramlin, Deputy City Attorney, and Kevin Robinson, Planning Department)*

10. Consideration of Approval of a Professional Services Agreement with Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service (*Doug McDaniel, Parks and Recreation Director*)
11. Resolution No. 6789 - Authorizing an Allocation of Lodgers' Tax Funds to Fund Various Events for FY 19-20 (*Toby Spears, Finance Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:
 - ▶ City Commission Regular Meeting
Monday, May 6, 2019, 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: April 15, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: April 9, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of April 1, 2019

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, April 1, 2019, 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
Erik Scramlin, Deputy City Attorney
Valerie Chacon, Assistant City Attorney
Shane Blevins, Police Lieutenant
Barry Young, Deputy Fire Chief
Brandon Roberts, Fire Captain
Kevin Shearer, Fire Captain
Max Brown, Battalion Chief
Todd Randall, City Engineer
Kevin Robinson, Planning Development Director
Tim Woomer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Rockwind Community Links/Lovington Hwy. Trail Superintendent
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Raymond Bonilla, Community Services Director
Matthew Berry, Garage Superintendent
Shannon Carter-Arguello, Municipal Court Administrator
Meghan Mooney, Communications Director
Ron Roberts, Information Technology Director
Toby Spears, Finance Director
Ann Betzen, Risk Manager/Executive Assistant
April Avila, Clerk Records Specialist
Mollie Maldonado, Deputy City Clerk
4 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on March 18, 2019, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Mills yes, Newman no vote, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations or awards of merits presented to the Commission.

Public Comments

Mr. Michael Mings stated the alarm at Tractor Supply, across from his residence, goes off in the middle of the night. He stated it has an outside horn and is very loud. He stated management of Tractor Supply will not speak to him regarding the matter. Mr. Mings requested information from the City and he would like to know how many times the Hobbs Police Department been dispatched to Tractor Supply for false alarms as well as how much the store has paid for the false alarms. Mayor Cobb recommended Mr. Mings to request the information from the Clerk's Office.

Consent Agenda

There were no consent agenda items presented to the Commission.

Discussion

There were no discussion items presented to the Commission.

Action Items

Resolution No. 6780 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing Units.

Mr. Kevin Robinson, Development Director, stated Gold Creek Homes has requested a development agreement concerning the development of single-family housing units

located south of Bender Blvd. and Homestead Street. The developer has proposed to produce market rate single-family units and is requesting infrastructure incentives in the amount of \$100,000.00. Mr. Robinson stated the City will only enter into a development agreement with the same developer after the terms of the previous agreement have been completed.

Commissioner Calderón moved to approve Resolution No. 6780 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6781 - Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing Units.

Mr. Robinson stated Lemke Development Inc., has requested a development agreement concerning the development of single-family housing units located northeast of College Lane and JaRob. The developer is proposing to produce 10 market rate single-family units and is requesting infrastructure incentives of \$100,000.00. Mr. Robinson stated the previous development agreement with Lemke Development, Inc., has been completed.

Commissioner Taylor moved to approve Resolution No. 6781 as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6782 - Approving a Development Agreement with ABS Homes Concerning the Development of Market Rate Single-Family Housing Units.

Mr. Robinson stated ABS Homes has requested a development agreement concerning the development of single-family housing units located at Zia Crossing. The developer is proposing to produce 10 market rate single-family units and is requesting infrastructure incentives in the amount of \$100,000.00. Mr. Robinson stated the previous agreement with ABS Development Inc, has been completed including the curb, gutter and asphalt and the final plat will soon be approved.

Commissioner Calderón moved to approve Resolution No. 6782 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6783 - Approving an Encroachment Agreement and Easement with Stone Ridge Property, LLC, Concerning Encroachments Within the Fowler Street Public Right-of-Way.

Mr. Robinson explained Stone Ridge Property, LLC, the owner of a multi-family housing complex located at 3500 N. Fowler, is requesting an Encroachment Agreement and Easement for certain appurtenances belonging to the property located within the Fowler Street right-of-way. Included in the appurtenances are the property's western fence encroaching 1.65 feet on average, a light pole encroaching 0.7 feet and a monument sign encroaching 5.3 feet. Mr. Robinson continued to state the encroachment agreement requires the property owner to be fiscally responsible for the maintenance and possible removal of their asset occupying public property. Additionally, the encroachment agreement has an indemnification clause in favor of the City and allows either party to terminate the agreement without cause. The Planning Board recommended approval of the agreement and easement on March 19, 2019, with a vote of 6 to 0 in favor.

Mayor Cobb stated the City will allow Stone Ridge Property to set its sign and fence on the City's encroachment with the understanding that if the City wishes to widen the street or install a traffic signal, then Stone Ridge Property would have to remove the fence and/or sign.

Commissioner Gerth moved to approve Resolution No. 6783 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6784 - Approving a Development Agreement with Suerte Land Group, LLC, Concerning the Projection of Suerte Drive South of the Existing Terminus Approximately 1,500 Feet.

Mr. Robinson stated the City is proposing to enter into a development agreement with Suerte Land Group, LLC, concerning the development of Suerte Drive south of the existing terminus a distance of +/- 1,500 feet. He stated the development agreement requires the developer to construct all the required public infrastructures from the existing terminus to the southern boundary of the tract proposed to be created and convey to the public surface and sub-surface easements for the future projection of Suerte Drive to the developer's south property line and the east west connection of Smith Road projection. Mr. Robinson stated after receipt of the Engineer of Records Certification letter and a fully complete Subdivision Plat, the City will reimburse the fair share costs of the installed public infrastructures not adjacent to the developer's property which will be 50% of the

approved Engineer of Records' certified invoice or \$350,000.00, whichever is less, providing such reimbursement occurs within 365 days of ratification of this agreement.

Mr. Todd Randall, City Engineer, stated Suerte Land Group donated the CORE property and the drainage ditch to the City. He stated, in exchange, the City paid 100% for the infrastructure and Suerte Land Group will pay its fair share upon development of adjacent properties.

Mayor Cobb stated the City would receive taxes upon construction of the Suerte Land Group development and water and sewer once it is constructed.

Commissioner Gerth moved to approve Resolution No. 6784 as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6785 - Approving the Subdivision of Lot 1 of the McKinley-Tabing Subdivision and Affirming a Variance Granted by the City of Hobbs Planning Board Allowing a Subdivision of Property Located Within the Extraterritorial Jurisdiction Without Required Improvements.

Mr. Robinson explained the resolution and stated the proposed subdivision will contain three lots which are located south of Stanolind Road adjacent to the Texas State line. He stated the City of Hobbs Planning Board, on March 19, 2019, approved recommending the issuance of a variance from Hobbs Municipal Code 16.12.040 (A) to be exempt finding that compliance with the Code will result in an extraordinary hardship. Mr. Robinson stated this property is an Extraterritorial Jurisdiction (ETJ) subdivision which was submitted to the Hobbs Planning Board and does not meet standard requirements. He stated this request is exempt under the Lea County rules and regulations. Mr. Robinson stated the dedication of surface and subsurface of the public easements will benefit the public. He stated the infrastructure, which in this case, would create roadway, would make it compliant with the City of Hobbs rules and regulations. Mr. Robinson stated this subdivision, located within the ETJ, will each be structures that will be served by domestic water wells and private sewer systems. He further stated Lea County would assume maintenance of the infrastructure dedicated upon their acceptance of the same.

Commissioner Mills moved to approve Resolution No. 6785 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

Copies of the resolution and documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated the next regular Commission meeting will be held on Monday, April 15, 2019.

Acting City Manager/Fire Chief Gomez stated a Census Committee meeting will be held on Wednesday, April 3, 2019, at 3:00 p.m., and he encouraged the Commission to attend.

Acting City Manager/Fire Chief Gomez stated a Color Run will be held on April 6th at the Harry McAdams Park and encouraged community participation in the event.

Acting City Manager/Fire Chief Gomez stated the Salud Health Fair will also be held on April 6th at the Eagles Lodge.

Commissioner Calderón stated he received calls from constituents regarding any City or State relief for damaged roofs during the severe windstorm recently experienced by the City.

Commissioner Calderón stated the railroad tracks at Grimes and Bender are really bad and requested the City to research. Commissioner Taylor stated the railroad tracks at Leech and Clinton also need to be worked on as well.

Mayor Cobb requested Ms. Meghan Mooney, Communications Director, to speak regarding the 2020 Census. Ms. Mooney stated the kick off 2020 Census Committee meeting was a success. She stated today is one year out from the start of the 2020 Census. She stated the census mail out will be sent on March 12, 2020. Ms. Mooney stressed that census information is very confidential and personal information will not be released to the public.

Mayor Cobb stated he would like to see the census count be over 50,000 in population for the City of Hobbs.

Mayor Cobb congratulated the Hobbs High Cheerleading squad for their first-place finish at the State Cheerleading Competition.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. 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. The meeting adjourned at 7:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the Hobbs Eagles Cheerleaders have completed another outstanding and successful year representing our City at numerous athletic events; and

WHEREAS, Coaches Brittane McCleery, Christina Lara and Rene Gritz led the Eagles to a reputation of excellence throughout the State of New Mexico; and

WHEREAS, the Hobbs Eagles Cheerleaders have been successful in earning the respect of their peers and others in the State for good sportsmanship and are well known for their overwhelming support; and

WHEREAS, the Hobbs Eagles Cheerleaders have proven their ability by winning the New Mexico Class 5A Co-Ed Spirit Championship title and accomplished this amazing win in their second year of competition.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim April 15th, 2019, as

“HOBBS EAGLES CHEERLEADERS DAY”

in recognition of the outstanding accomplishments of the 2018-2019 Hobbs Eagles Cheerleaders with congratulations for a job well done!

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of April, 2019, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

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

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

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

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

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

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

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

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

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

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

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

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



April Milestones

30 Years

Claude (Wayne) Cheatham	Parks	04/15/1989
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15 years

Nathan Eubank	HPD	04/05/2004
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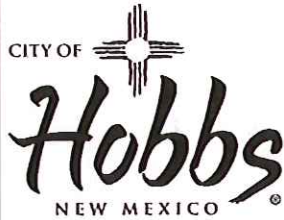
5 years

Rebecca Carter	HFD	04/21/2014
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Zachary Schaefer	HFD	04/30/2014
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 15th, 2019

SUBJECT: A resolution relating to the disposition of obsolete, worn out and unusable personal property owned by the City of Hobbs, specifically four (4) servers plus related storage equipment.

DEPT. OF ORIGIN: Information Technology
DATE SUBMITTED: April 8, 2019
SUBMITTED BY: Toby Spears, Finance Department

Summary:

The City desires to delete from its public inventory and dispose of four (4) servers plus related storage equipment currently owned by the City of Hobbs Information Technology Department. The servers and related equipment will be traded in toward the purchase of new servers from Dell. Approximate trade in value is \$5,510. Estimated new server is approximately \$13,601.40. Net difference inclusive of trade in is \$8,091.40. Dell confirms the data security risks, physical destruction of all failed drives and sanitizes the existing servers.

Fiscal Impact:

Reviewed By: 
Finance Department

Purchase of new server:	\$13,601.40
Trade in Value of existing servers/storage equip	\$ 5,510.00 (approximate)
Net purchase of new server	\$ 8,091.40

Budget is available (in IT Department) for the purchase and trade in of servers/storage equipment.

Attachments:

Resolution
Existing asset detail summary
Dell quote of purchase of new server
Dell quote of trade in value and confirmation of sanitizing servers

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends approving resolution of trading in servers plus related storage equipment for purchase of new servers from DELL

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. 6786

A RESOLUTION RELATING TO THE EXCHANGE OF
SERVERS PLUS RELATED STORAGE EQUIPMENT

WHEREAS, the Information Technology Department desires to delete from its public inventory and dispose of four (4) servers plus related storage equipment, currently on the City of Hobbs Information Technology Department inventory; and

WHEREAS, the servers and related storage equipment will be exchanged towards the purchase of new servers through DELL; and

WHEREAS, the current book value of the existing servers plus related storage equipment are \$64,128.39 and this will reduce the new servers cost by approximately \$5,510; and

WHEREAS, DELL will perform data security, physically destroy all failed drives, sanitize and confirm of disposal all existing servers.

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

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

1. is obsolete; and
2. is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and
3. that all such items should be deleted from the City's public inventory and traded-in towards the purchase of new virtual host servers through Dell.

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

PASSED, ADOPTED, AND APPROVED this 15th day of April, 2019.

SAM D.COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Toby Spears

From: Carmen Zaragoza
Sent: Monday, March 25, 2019 2:31 PM
To: Toby Spears
Subject: RE: Dell Asset Recovery

Fixed Asset #	Date of Acquisition	Description	Acquisition Cost	Accumulated Depreciation as of 06/30/2018	Book Value	Comments
7411	6/30/2012	POWEREDGE R620	17,067.80	10,382.91	6,684.89	Asset was depreciated at 10 year life.
7412	6/30/2012	POWEREDGE R620	17,067.80	10,382.91	6,684.89	Asset was depreciated at 10 year life.
7413	6/30/2012	POWEREDGE R620	17,067.80	10,382.91	6,684.89	Asset was depreciated at 10 year life.
7414	6/30/2012	EQUALLOGIC SAN	44,244.50	26,915.41	17,329.09	Asset was depreciated at 10 year life.
7415	6/30/2012	EQUALLOGIC SAN	46,616.99	28,358.67	18,258.32	Asset was depreciated at 10 year life.
7416	6/30/2012	FORCE 10 S25 SWITCH	3,848.56	2,341.21	1,507.35	Asset was depreciated at 10 year life.
7417	6/30/2012	FORCE 10 S60 SWITCH 5787.44	8,909.31	5,419.83	3,489.48	Asset was depreciated at 10 year life.
7418	6/30/2012	FORCE 10 S60 SWITCH 5787.44	8,909.31	5,419.83	3,489.48	Asset was depreciated at 10 year life.
			163,732.07	99,603.68	64,128.39	

From: Toby Spears
Sent: Monday, March 25, 2019 2:29 PM
To: Carmen Zaragoza <CZaragoza@hobbsnm.org>
Subject: RE: Dell Asset Recovery

Yes.....

Toby Spears, CPA – Finance Director
City of Hobbs
575 397 -9235
tspears@hobbsnm.org



Quote#: RN08596

Expires: 2019-04-14

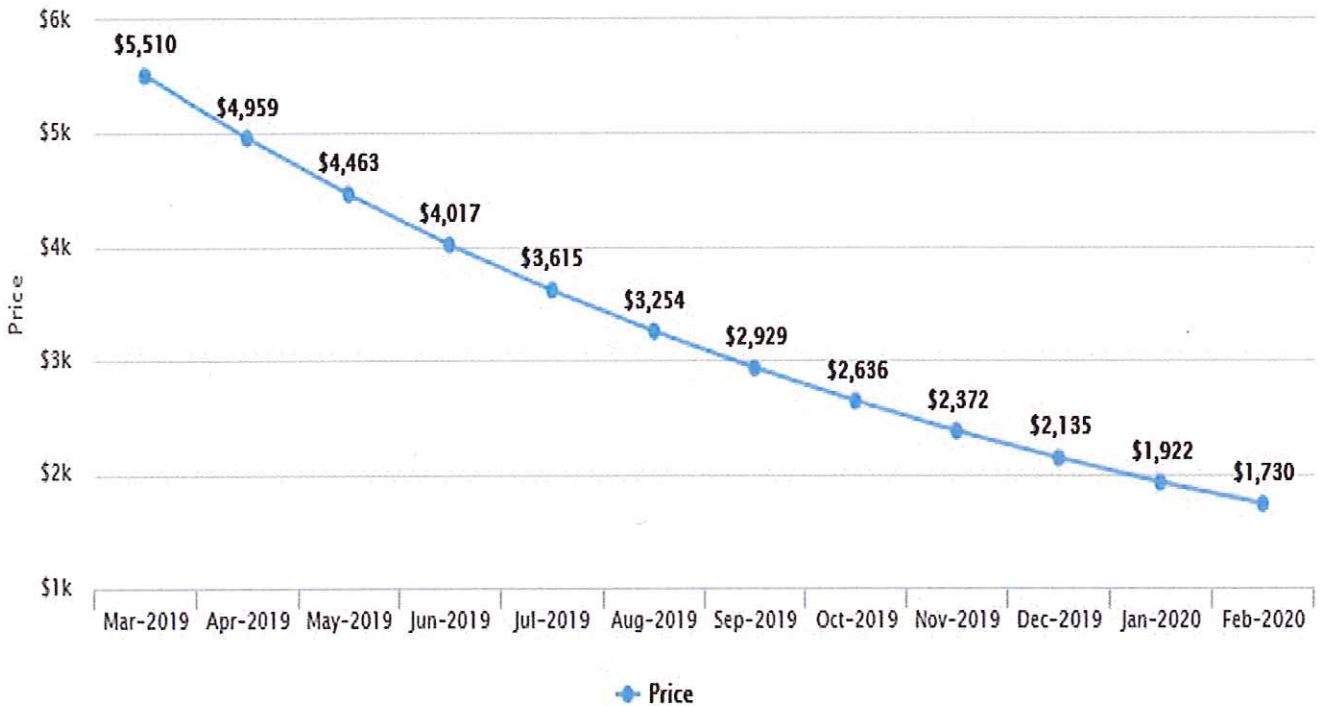
Dear Customer,

With the rapid pace of technology, we would like to help make it easier than ever to update your expired systems to the latest in performance and productivity. Dell offers an environmentally friendly recycling program for your unwanted electronics. Teaming up with our Electronics Disposition Partners, we want to offer you the most value possible for any unwanted electronics. The assets listed in the attachment can be worth as much as the offer below, if sent to us within the next 30 days!

***Potential Offer: USD 5,510**

We will be happy to answer all your questions including how you can receive your value for this equipment, or even apply it to the sale of your new Dell equipment. Together we can do our part to keep electronics out of landfills and cut down on millions of tons of electronics waste per year.

Your Potential Offer!



Please contact your friendly Dell Global Takeback, Asset Resale & Recycling Services team for any questions.

Contact us: SARQuoteTeam@dell.com

Thanks for choosing Dell

Global Takeback, Asset Resale & Recycling Services

***Value Back Assumptions:**

- Dell Service Provider will not be liable for any damage on the equipment prior to inventory/collection.
- Price includes scheduling, collection, processing, data sanitization, reporting.
- Estimated values shown valid only for qualifying product collected & processed within 30 days of this quotation date.
- Value back after this period may be reduced in line with Dell's UEPP (Used Equipment Purchase Pricelist).
- Value estimates assume equipment meets functional and cosmetic specifications for resale upon assessment by Dell's Service Providers.
- Value estimates assume equipment is complete with cables, adaptors, batteries, memory, etc.
- Equipment with bios passwords and locking devices may be subject to reduced values.

IT Asset Resale with Offsite Data Sanitization Option – (Expires 4 years from purchase)

A. Dell's Responsibilities.

1. Scheduling.

- a. **Pick Up.** Dell will assign Dell's Logistics Provider for Pick Up and shipping of Equipment. Dell's Logistics Provider will contact the Customer to confirm Piece count and schedule each Site for Pick Up at a mutually agreeable date during local business hours Monday – Friday 8:00am to 5:00pm (local time). Pick Up will generally be scheduled no earlier than three (3) business days after the date of contact.

2. Pick Up. Dell's Logistics Provider shall:

- a. Arrive at the Site, contact the Customer's Site representative and proceed to the Pick Up Site;
- b. Record a unique Logistics ID for each Piece and record the number of Pieces being removed from the Site;
- c. Record the number of Pieces being removed from the Site on the Shipping Document;
- d. Bulk package the Equipment using pallets, slip sheets and shrink wrap (Note: the Equipment will not be individually boxed – see Customer Responsibilities);
- e. Items such as cables, peripherals, port replicators, external drives, keyboards, mice, docking stations will be accumulated, boxed and listed as miscellaneous;
- f. Provide the Customer with a Shipping Document for signature before leaving the Site; and
- g. Transport the Equipment to Dell's processing site.

3. Processing. Upon arrival at Dell's equipment processing site, Dell will:

- a. **Audit:**
 - i. Record the Logistics ID for each Piece into an inventory tracking system;
 - ii. Record the following information for each desktop or portable computer, monitor and printer in the Equipment Settlement Report:
 - make, model, manufacturer, Serial Number, Asset Tag (if any), and screen size (if applicable);
 - iii. Record the following for each loose hard drive in the Equipment Settlement Report:
 - make, model number, manufacturer, Serial Number (if any);
 - iv. Record the following for all other Pieces:
 - a description sufficient to identify the Piece, condition of the Piece, manufacturer, Serial Number (if applicable), Asset Tag number (if applicable) and the weight of the Piece;
 - v. Remove any Asset Tags.



- b. Functional Test: Test and record the results for the following Pieces in the Equipment Settlement Report:
- i. Desktop, portable computer, server or enterprise unit:
 - Functionality
 - Amount of RAM
 - Number and size of hard drives
 - Processor speed
 - CD Rom or DVD installed
 - Visual inspection of working LCD (portable computers)
 - ii. Monitor: functionality
 - iii. Printers: functionality
 - iv. Other IT hardware: functionality
- c. Cosmetic Grading: For all Equipment that is functionally tested, the cosmetic condition of each Piece will be recorded in the Equipment Settlement Report, for example as follows: (Note: Grading legends may vary by region)
- i. Class "C": Used Equipment, complete and functional with normal wear and tear.
 - ii. Class "D": Used Equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
 - iii. Class "S" or "Scrap": Used Equipment (ineligible for resale) to be recycled or broken down for parts. Also includes Equipment that is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- d. Value Optimization: An attempt will be made to optimize the value of Equipment eligible for resale and to receive Value Recovery. The Customer acknowledges that in order to receive the maximum Value Recovery, Equipment must be (i) in working order and include power cords and other items required to make each Piece pass an original equipment manufacturer ("OEM") operational test(s); and (ii) in reasonable cosmetic condition, requiring no more than a light cleaning and without cracked plastics, such that all Equipment can be resold as operational with normal wear and tear for like used Equipment.
- e. Resale and Value Recovery:
- i. The Value Recovery for any Piece which meets the UEPP pricing guidelines will be based on the value for such Piece as set out in the UEPP in effect for the month in which the Equipment was processed. The Value Recovery for any Piece which can be resold but which does not meet the UEPP pricing guidelines will be determined by taking the value for such Piece as set out in the UEPP in effect for the month in which the Piece was processed and then reducing it to account for the factors that caused the Piece to not conform with the UEPP pricing guidelines.
 - ii. For server, enterprise unit, storage or other equipment not referenced on the UEPP, contact your Dell recovery manager with the brand, configuration and number of devices for a custom quote.
 - iii. The Value Recovery for each Piece is subject to such adjustments as Dell, in its sole discretion, may consider reasonable.
 - iv. The Value Recovery for each Piece will be set forth in the Equipment Settlement Report and shall be binding on the Customer.

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- v. Any Piece which fails the functional test or is classified as Class "S" or "Scrap" during the cosmetic test will result in the Piece being recycled or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements.
 - vi. Where Customer is eligible to receive Value Recovery:
 - Dell will provide detailed information with each Equipment Settlement Report to assist Customer in receiving payment.
 - To the extent permitted by local law, Value Recovery held for more than two years may, in Dell's sole discretion, be remitted to a government agency or retained. Within thirty (30) business days following delivery of an Equipment Settlement Report and provided Dell has the required check remittance information for Customer on file, Dell shall pay to Customer the Value Remittance for Equipment processed in accordance with the criteria above.
 - vii. Value Recovery is net of applicable taxes, and each party shall pay all sales and goods and services taxes owing in respect of the amounts payable by it hereunder.
- f. Disposition of Hard Drives:
- i. Perform data sanitization with methods aligned to the NIST 800-88 r1 standard on functional and properly seated hard drives which was not processed by Dell during the Data Sanitization process at Customer's Site.
 - ii. In the event that data sanitization is unsuccessful, Dell will destroy and dispose of all other hard drives in such a manner as to meet all applicable local country and state regulatory laws and requirements.
- g. Disposal of other Equipment: All other Equipment which is not eligible for resale above will be disassembled and either recycled, reused or disposed of by Dell in such a manner as to meet all applicable local country and state regulatory laws and requirements
4. **Reporting.** Dell shall deliver to the Customer within thirty five (35) business days¹ from the date of Pick Up the following reports via email:
- a. Equipment Settlement Report; and
 - b. Confirmation of Disposal which shall include the following provisions:
 - i. Certificate of Data Sanitization identifying all System hard drive(s) successfully sanitized by Dell
 - ii. Verification that all other hard drives were sanitized or destroyed in accordance with Section A.3.f. above; and
 - iii. Verification that all other Equipment was disposed/recycled in accordance with applicable local country and state regulatory requirements and guidelines

B. Customer Responsibilities.

1. **General.** THE CUSTOMER SHALL BACKUP ANY DATA OR SOFTWARE THE CUSTOMER DESIRES TO RETAIN PRIOR TO EQUIPMENT BEING MADE AVAILABLE TO DELL. Service provided under this Service Description does not include the restoration of any data or software from Equipment.
2. **Data Removal.** This Service is not designed for disposal of Equipment containing confidential, proprietary, sensitive or other non-public data of the Customer. THE CUSTOMER SHALL

¹ Pick Ups in offshore territories, islands, and other remote or indirect locations may be subject to longer reporting or transportation lead time.



REMOVE ANY AND ALL CONFIDENTIAL, PROPRIETARY, SENSITIVE OR OTHER NON-PUBLIC DATA AND ANY THIRD PARTY SOFTWARE FROM ALL EQUIPMENT PRIOR TO PICK UP BY DELL'S LOGISTICS PROVIDER.

3. **Pick Up.** Prior to Pick Up, the Customer shall:
 - a. Declare, at time of Pick Up scheduling, any Site access issues, security restrictions, union labor requests, certificate of insurance requirements, dock restrictions or time restrictions;
 - b. Complete a commercial invoice for any shipment from Guam, Puerto Rico, the Samoan Islands or the US Virgin Islands;
 - c. Remove all confidential, proprietary, sensitive or other non-public data and any third party software from any and all Equipment
 - d. Remove/disable all passwords and other access security features and terminate any theft deterrent or laptop tracking software contained within such Equipment;
 - e. Terminate or transfer all licenses associated with third party software contained on Equipment;
 - f. Remove from Equipment and retain all loose data storage media (e.g. CD, DVD, ZIP);
 - g. Remove from all printers any ink and toner cartridges;
 - h. Verify Equipment contains only computer hardware and no other products such as appliances, office equipment, biohazard waste, biohazard equipment, materials, packaging or boxes;
 - i. Verify Equipment is complete and properly assembled since the value for Equipment that has been disassembled (for example, hard drives, memory or batteries missing from the system) may be reduced or eliminated;
 - j. Unplug/un-rack/unpack/unbox all Equipment and clearly segregate such Equipment from equipment not for Pick Up (please note: if Equipment is packed or boxed by the Customer prior to Pick Up, Dell may require the Pick Up to be rescheduled at the Customer's expense or customer can sign Customer Pack Waiver to allow shipping of assets packed or shrink wrapped by customer);
 - k. Consolidate the Equipment at each Site in a central location which is reasonably accessible by the Dell Logistics Provider; and
 - l. Provide a Site representative to direct Dell's Logistics Provider to the Equipment to ensure correct equipment is removed by Dell's Logistics Provider.
4. **Customer Warranty.** The Customer represents and warrants as follows:
 - a. The Customer has good and marketable title to the Equipment free and clear of all liens, claims and encumbrances of any kind;
 - b. The Customer has removed all confidential, proprietary, sensitive or other non-public data from Equipment;
 - a. The Customer is duly authorized to sell such Equipment and that such sale shall not result in a breach by the Customer of any agreement or judgment binding upon the Customer; and
 - b. Unless otherwise disclosed by Customer and acknowledged by Dell in writing prior to shipping, the Equipment will be operating to the manufacturer's published specifications upon delivery to Dell.

If the Customer breaches any of its obligations or warranties outlined in this Service Description, Dell shall not be obligated to provide the Services or liable for any damages resulting from the Customer's
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breach. Alternatively, the Customer may incur additional fees and expenses for any resulting additional time or materials, loss or damage incurred by Dell or its providers.

C. Pricing and Payment Terms.

The Customer will be charged on a per Piece basis subject to the minimum collection quantity indicated in the Dell Region matrix below. For quantities below the regional minimum, a charge equivalent to the cost of the stated minimum will be charged per collection.

Dell Region*	United States	Canada, Europe, Middle East, Africa	APJ
Minimum Pieces per Collection	10 Pieces	20 Pieces	10 Pieces

*Geographic limitations may apply and country minimums may vary

The per Piece price will be set forth in a quote generated by Dell and includes the associated cables, peripherals, docking stations, port replicators, external drives, keyboards and mice. Miscellaneous items will be aggregated, weighed and billed at the rate of one Piece for every 40 lbs or 18 kg of weight. Miscellaneous items include:

- External computer components (e.g. cables, peripherals, external drives, keyboards, mice, docking stations)
- Loose internal computer components (not including hard drives)
- Non-computer related parts (e.g. telecom/cellphone, DVD/DVR)

Pick Up and/or recycling of the Customer's packaging/boxes are not included in the cost of this Service and will incur additional fees.

The Customer hereby agrees to pay the price for each Piece per the applicable Dell order confirmation, as well as any additional fees and costs set forth in this Service Description. The Customer acknowledges and agrees that Dell shall be entitled to set off amounts due to Dell under this Service Description against the amounts otherwise payable by Dell to the Customer hereunder.

Additional Fees.

- Services rendered by Dell for Pieces in excess of the amount ordered will be billed at the per Piece price for the associated Service.
- Loose hard drives not in a system will be assessed an additional fee.
- Standard transportation fees are included in the Service.
 - Piece(s) weighing more than 40 lbs or 18 kg may incur additional transportation fees.
 - Pick Ups in offshore territories, islands and other remote or indirect locations will incur additional fees.
 - Sites requiring access or vehicle restrictions, union labor, time specific or after normal business hours will incur additional charges.



- If the Customer, the Site and/or the Equipment, does not conform to the requirements set forth in this Service Description, the applicable Services may need to be rescheduled and/or additional fees will apply.
- Failed Pick Up attempts by Dell's Logistics Provider where the Customer or Equipment (e.g. Equipment is packed by the Customer prior to Pick Up without acceptance of Customer Packed Waiver, site restrictions not communicated, cancellation 48 hours prior to scheduled recovery date) is not ready at the agreed upon date of the Pick Up may result in additional fees.
- The Customer will be responsible for any costs incurred if incorrect Equipment is identified for Pick Up.

D. Important Additional Terms.

Title and Risk of Loss. Dell or Dell's Logistics Provider will bear the risk of loss or damage to the Equipment after departure from the Pick Up Site. Title will be deemed to pass to Dell or Dell's Logistics Provider upon receipt and possession of the Equipment by Dell or Dell's Logistics Provider.

Warranty and Liability. As it relates specifically to the Services provided under this Service Description only, and despite any conflicting terms in the Agreement, the following terms and conditions apply:

1. **Warranty.** DELL WARRANTS THAT IT WILL PERFORM THE SERVICE WITH COMMERCIALY REASONABLE CARE. DELL MAKES NO OTHER WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Liability.** DELL'S AND ITS SERVICE PROVIDERS' LIABILITY FOR SERVICES PROVIDED IN ACCORDANCE WITH THIS SERVICE DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, WILL BE AT ALL TIMES SUBJECT TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:
 - a. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY OF THE FOLLOWING: (I) LOST PROFITS, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF BUSINESS OR COMPLIANCE WITH THIRD PARTY REQUIREMENTS THAT MAY APPLY TO DATA ON EQUIPMENT, (II) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE (IF APPLICABLE) DAMAGES, OR (III) ANY THIRD PARTY CLAIM.
 - b. IN NO EVENT SHALL DELL BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY DAMAGES ARISING FROM OR RELATING TO THE CORRUPTION, LOSS, DISCLOSURE OR USE OF DATA, CONFIDENTIAL INFORMATION OR THIRD PARTY SOFTWARE WHICH CUSTOMER FAILS TO REMOVE FROM ANY EQUIPMENT PRIOR TO MAKING SUCH EQUIPMENT AVAILABLE TO DELL FOR PICK UP HEREUNDER.
 - c. DELL'S MAXIMUM AND SOLE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM FOR LOSS OF ANY PHYSICAL ITEM OF EQUIPMENT SHALL IN NO EVENT EXCEED THE VALUATION THEREOF SET OUT IN THE UEPP FOR THE MONTH IN WHICH THE ITEM WAS FIRST DISCOVERED AS LOST.
 - d. DELL'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY AND ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH

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THIS SERVICE DESCRIPTION WITHIN ANY CALENDAR YEAR SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SERVICE DESCRIPTION IN SUCH CALENDAR YEAR.

DELL DOES NOT LIMIT ITS LIABILITY FOR FRAUD, PERSONAL INJURY OR DEATH ARISING FROM ITS NEGLIGENCE OR ANY OTHER LOSS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW. IN THE EVENT APPLICABLE LAW PROHIBITS IN ANY PART ANY LIMITATION OF LIABILITY IN THIS SERVICE DESCRIPTION, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY APPLICABLE LAW.





A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000033878766.1	Sales Rep	Lane Davenport
Total	\$13,601.40	Phone	(800) 456-3355 , 80000
Customer #	93044026	Email	Lane_Davenport@Dell.com
Quoted On	Feb. 21, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 23, 2019		CITY OF HOBBS
Solution ID	10692983		FINANCE DEPT/ ACCTS PAYABLE
			200 E BROADWAY ST
			HOBBS, NM 88240-8425

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Lane Davenport

Shipping Group

Shipping To	Shipping Method
CHRISTA BELYEU CITY OF HOBBS 200 E BROADWAY ST COMPUTEROPERATIONS HOBBS, NM 88240 (575) 397-9246	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R740XD - [amer_r740xd_12238]	\$13,601.40	1	\$13,601.40

Subtotal:	\$13,601.40
Shipping:	\$0.00
Non-Taxable Amount:	\$13,601.40
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$13,601.40

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

CHRISTA BELYEU
 CITY OF HOBBS
 200 E BROADWAY ST
 COMPUTEROPERATIONS
 HOBBS, NM 88240
 (575) 397-9246

Shipping Method

Standard Delivery

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740XD - [amer_r740xd_12238]		\$13,601.40	1	\$13,601.40
Estimated delivery if purchased today: Mar. 07, 2019 Contract # WN24AGW Customer Agreement # 60-000-15-00008AH				
PowerEdge R740XD Server	210-AKZR	-	1	-
PowerEdge R740/R740XD Motherboard	329-BDKH	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration	321-BCPU	-	1	-
PowerEdge R740XD Shipping	340-BLBE	-	1	-
PowerEdge R740 Shipping Material	343-BBFU	-	1	-
Intel Xeon Silver 4112 2.6G, 4C/8T, 9.6GT/s , 8.25M Cache, Turbo, HT (85W) DDR4-2400	338-BLUR	-	1	-
Intel Xeon Silver 4112 2.6G, 4C/8T, 9.6GT/s , 8.25M Cache, Turbo, HT (85W) DDR4-2400	374-BBPO	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
2666MT/s RDIMMs	370-ADNU	-	1	-
Performance Optimized	370-AAIP	-	1	-
No RAID	780-BCDI	-	1	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	1	-
Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	634-BILL	-	1	-
Windows Server 2016 Standard,16CORE,Media Kit	634-BILD	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OME Server Configuration Management	528-BBWT	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 2, 3 x8, 1 x16 slots	330-BBHB	-	1	-
Broadcom 57416 2 Port 10Gb Base-T + 5720 2 Port 1Gb Base-T, rNDC	540-BBUK	-	1	-
6 Performance Fans forR740/740XD	384-BBPZ	-	1	-

Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
PE R740XD Luggage Tag	389-BTTO	-	1	-
No Quick Sync	350-BBJV	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
iDRAC Service Module (ISM), Pre-Installed in OS	379-BCQW	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-6068	-	1	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	813-6075	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-6087	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-
16GB RDIMM, 2666MT/s, Dual Rank	370-ADND	-	6	-
4TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive	400-ASHY	-	9	-
480GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot plug, 3.5in HYB CARR S4610 Drive	400-BDSV	-	2	-
C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America	492-BBDH	-	2	-

Subtotal:	\$13,601.40
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$13,601.40

Data Security

Sanitization aligning with NIST SP 800-88r1 standard



Asset Resale & Recycling



Data security

Benefits:

- Mitigates risk and protects your sensitive data
- Physical destruction of all failed drives
- Confirmation of disposal and reporting



Experts

- With technology evolving, Dell Data Security Services address various types of media.



Insights

- NIST SP 800-88r1 standard tackles several kinds of media including traditional Hard Disk Drives (HDD), Solid State Drives (SSD) and smart phones as well as software and firmware sanitization methods.



Ease

- Flexible on and off-site solutions

¹For more information, please see the [Dell Media Sanitization Statement](#). Dell makes no recommendations regarding the customer's security needs or representations regarding the effectiveness of one method of data removal over another. It is the customer's responsibility to protect any confidential or sensitive information contained on its hard drives recovered by Dell.



Question	Answer
What's changing?	Dell is aligning to the National Institute of Standards and Technology (NIST) Special Publication 800-88 Revision 1 "Guidelines for Media Sanitization". Dell will no longer use a 3 pass wipe method that was aligned to Department of Defense (DoD) Standard 5220.22-M.
Are we changing to a higher or lower standard?	A higher level of data sanitization based on industry best practices using software and firmware sanitization methods. This standard now addresses various types of media including traditional Hard Disk Drives (HDD), Solid State Drives (SSD) and mobile devices.
How does the new tool or processes align within the industry, as well as other Dell customers?	The U.S. Department of Defense no longer references DoD 5220.22- M as a method for secure HDD erasure. Most regulations and certification programs (especially in the government sector) now cite NIST SP 800-88 media erasure guidelines—not the DoD "standard." DoD 5220.22-M method is no longer permitted for use by federal agencies. In benchmarking reviews of industry practices, NIST is accepted globally as an established standard.
What are the advantages Dell expects from this new tool or process?	With technology evolving, Dell is changing alignment to a more effective standard which now addresses various types of media storage devices. In the past few years, NIST Special Publication 800-88 Rev 1 has become the go-to data erasure standard in the United States and is accepted globally as an established standard. Originally issued in 2006 and revised in 2014, this publication outlines the preferred methodologies for data sanitization for hard drives, solid state drives, mobile devices and other media under Minimum Sanitization Recommendations in Appendix A. These methods include both software and firmware sanitization such as overwriting, secure erase and sanitize firmware commands.
How will ARR implement these changes globally?	All ARR partners are moving to software that meets the new NIST standard. Effective November 2017 all EMEA and Americas partners will be audited to the NIST standards by our third party auditors. APJ partners will pilot in November/December 2017 with full implementation in January 2018.
How long will this take to implement	EMEA went live in October 2017, Americas will be live November 2017, APJ will be fully implemented in January 2018
Will there be any disruption in service?	No there will be no disruption, the change should be seamless to the customer





ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 15, 2019

SUBJECT: Restaurant Liquor License Application of Barracudas, LLC, d/b/a Barracudas, 1320 East Broadway, Hobbs, New Mexico, 88240, for the Sale of Beer and Wine Only

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: April 5, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Barracudas LLC has applied to the State of New Mexico, Alcohol and Gaming Division, for the issuance of a restaurant liquor license at 1320 East Broadway for the sale of beer and wine only. This application has received preliminary approval from the State of New Mexico.

The application was received by the City Clerk's Office on March 11, 2019, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing 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. Area map
3. Affidavit of Publication
4. Resolution concerning approval or disapproval of the application

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Appoint a Hearing Officer; Motion to approve or disapprove the application.

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. 6787

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT LIQUOR LICENSE TO BARRACUDAS, LLC,
LOCATED AT 1320 EAST BROADWAY, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Barracudas, LLC, for the issuance of a restaurant liquor license for the sale of beer and wine at Barracudas, 1320 East Broadway, Hobbs, New Mexico, and said application has 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 April 15, 2019, on the question of whether or not the proposed restaurant liquor license should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the restaurant liquor license application of Barracudas, LLC, d/b/a Barracudas, 1320 East Broadway, Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 15th day of **April, 2019**.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
Phone (505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Vacant
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Debra Lopez
Acting Director

March 6, 2019

Certified Mail No.: 9171 9690 0935 0155 1798 18

RECEIVED

MAR 11 2019

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

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

Re: Lic. No. /Appl. No.: Application No. 1116175
Name of Applicant: Barracudas, LLC
Doing Business As: Barracudas
Proposed Location: 1320 E. Broadway, Hobbs, New Mexico 88240

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.

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 RESTAURANT BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY.

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

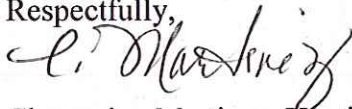
Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

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*).

Respectfully,



Charmaine Martinez, Hearing Officer

New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division

Phone: (505) 476-4804 Fax: (505) 476-4595

Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



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

ALCOHOL & GAMING DIVISION Page 1, Revised 5/16

AGD USE ONLY: Payment| Application Fee \$ _____ Received on: _____ Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____
Application # _____ Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes: Application is for: New Restaurant Liquor License
Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER
Barracudas LLC 1320 E Broadway Hobbs, NM 88240 575-393-7091

D/B/A Name to be used: _____ Business Phone #: **575-393-7091**

Email Address (required): **esparzap@outlook.com**

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
1320 E Broadway Hobbs, NM 88240

Mailing Address: **1325 E Alston St, Hobbs, NM 88240**

Agent/Contact Person: **Cynthia Pamela Flores** Phone#: **575-602-9328** Email: **esparzap@outlook.es**

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

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

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

Signature of Applicant: _____ Date: **01-31-2019**

NOTARY PUBLIC USE ONLY: (State of **NM**, County of **LEA**
SUBSCRIBED AND SWORN TO before me this **31** day of **January**, 20 **19**
By: **Cynthia Pamela Flores** Notary Public: **Monica Chacon**
My Commission Expires: **10-12-2019**



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

DEC 12 2018

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 2 Revised 7/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

ALCOHOL & GAMING DIVISION

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

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

Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached

Other (provide details): _____

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

A. Owner(s): Sergio Esparza

B. Date and Term of Lease: October 1, 2023

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

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

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

Name of Church: King's Gate Church Miles/feet: 0.5 miles

Address/location of Church: 300 E Marland, Hobbs NM 88240

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

Name of School: Booker T Washington School Miles/feet: 0.7 miles

Address/location of School: 1200 E Humble St, Hobbs NM 88240

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, ^{circle one:} Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Miles: 131 (Clovis) MI Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

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

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack

Small Brewer Craft Distiller Winery Wholesaler

Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



ENGINEERING DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

RECEIVED

FEB 06 2019

575-397-9232 bus
ALCOHOL & GAMING DIVISION

January 28, 2019

Zyara Esparza
1320 E. Broadway
Hobbs, NM 88240

RE: Zoning Certification for a Restaurant located at 1320 E. Broadway in Hobbs, NM 88240.

Dear Zyara Esparza:

Pursuant to your request for a Zoning Certification regarding a Restaurant located at 1320 E. Broadway in Hobbs, NM, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land use as referred to herein, including a Restaurant located at 1320 E. Broadway in Hobbs, NM is considered a use by right as of this date of January 28, 2019. The proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including yard setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on January 28, 2019.

If you have any questions or need further information, please contact Kevin Robinson at (575) 397-9351.

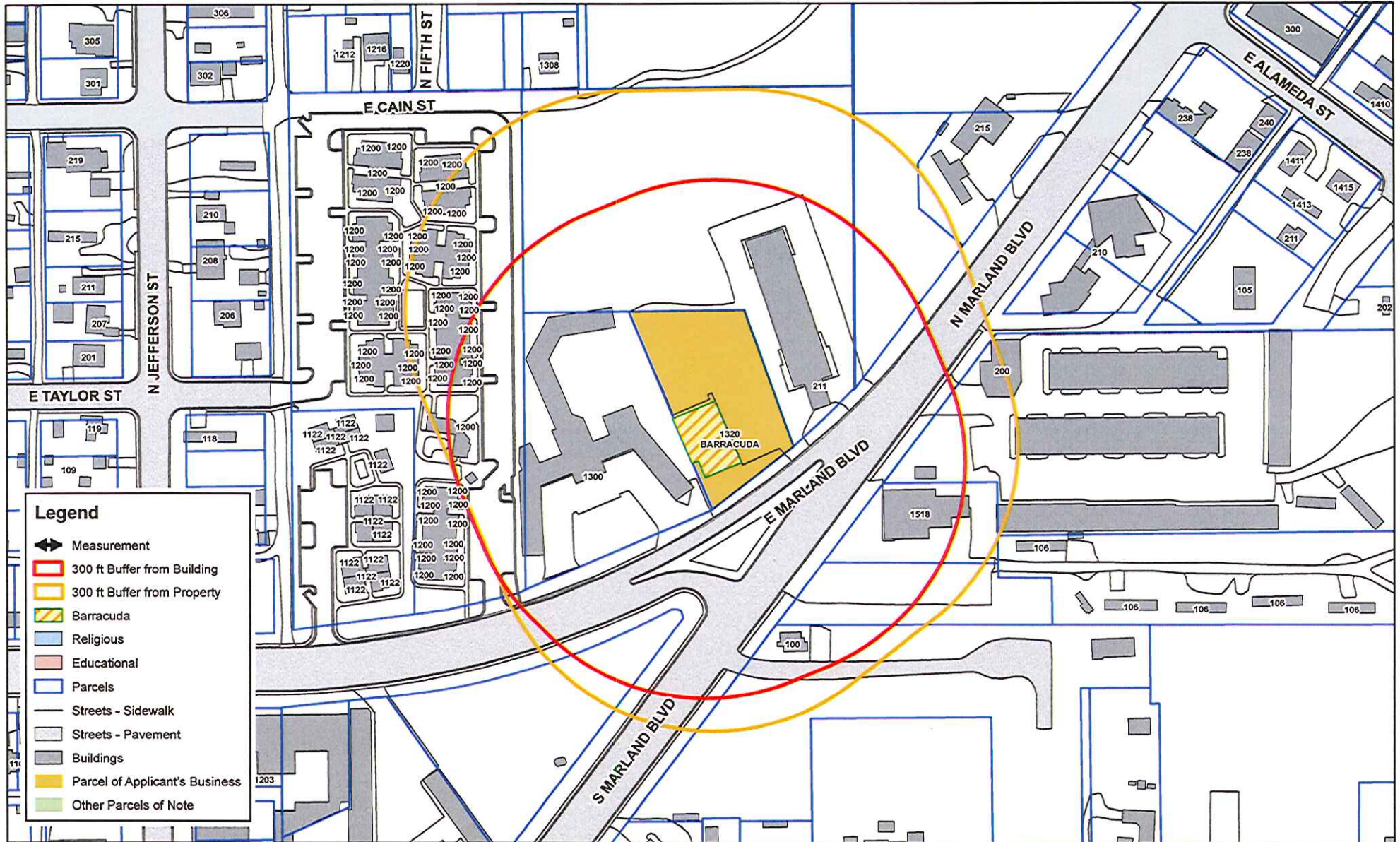
Sincerely,
THE CITY OF HOBBS

A handwritten signature in cursive script, appearing to read "Todd Randall", written over a horizontal line.

Todd Randall, City Engineer

Barracuda

300 ft Buffer Zone Map for Liquor License



City of Hobbs GIS Division

SY

Date: 3/19/2019

1 inch = 175 feet

Time: 5:19:11 PM


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

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

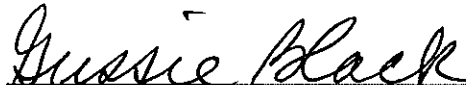
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
March 15, 2019
and ending with the issue dated
March 22, 2019.



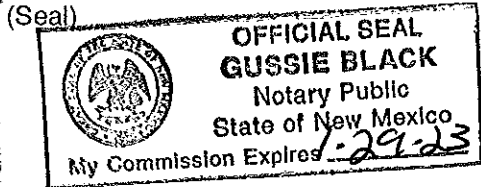
Publisher

Sworn and subscribed to before me this
22nd day of March 2019.



Business Manager

My commission expires
January 29, 2023



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
MARCH 15 and 22, 2019

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Monday, April 15, 2019, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, should approve or disapprove the following liquor license application. Protests and objections may be made by any interested persons at the time, date and place of hearing.

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

APPLICATION FOR RESTAURANT LICENSE
FOR THE SALE OF BEER AND WINE

Application #: 1116175
Applicant: Barracudas, LLC
D/B/A Name: Barracudas
Proposed Address: 1320 East Broadway
Hobbs, NM 88240

DATED this 14th day of March, 2019.

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

#33892

67108146

00225899

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 15, 2019

SUBJECT: PUBLIC HEARING FOR ENFORCING/RESCINDING RESOLUTION NO 6771 AS IT APPLIES TO CONDEMNED PROPERTY LOCATED AT 1109 W. SANGER.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: April 9, 2019
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

On March 4, 2019, the City Commission adopted Resolution No 6771 finding the property located at 1109 W. Sanger damaged and dilapidated, a menace to public comfort, health and safety and requiring its removal. Property owner, Lori Ashida, has filed a written objection to the condemnation of the property. Pursuant to HMC Section 8.24.040 and NMSA 1978, §3-18-5, a condemnation hearing is to be held by the Commission to determine if Resolution No. 6771 as it applies to the specific property should be enforced or rescinded.

Fiscal Impact:

The demolition and cleanup of this property will cost approximately \$18,000.00. This estimated amount fits within the Community Services Department's FY 2019 budget for professional services (010340-42601).

Reviewed By: _____

[Signature]
Finance Department

Attachments:

Proposed Resolution; Resolution No 6771; and Written Objection

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Adopted the Resolution to enforce or rescind Resolution No. 6771 as it relates to the property located at 1109 W. Sanger in Hobbs, New Mexico.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
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. 6788

A RESOLUTION ENFORCING / RESCINDING
RESOLUTION NO. 6771 AS IT APPLIES TO
THE PROPERTY AT 1109 W. SANGER

WHEREAS, this Commission approved Resolution No. 6771 finding the structure at 1109 W. Sanger, Hobbs, New Mexico, was ruined, damaged and dilapidated, and a menace to the public comfort, health and safety and requiring removal; and

WHEREAS, Lori Ashida, timely filed a written objection; and

WHEREAS, the Commission has fixed this date for hearing on its Resolution and the objection; and

WHEREAS, the Commission has considered the evidence presented by Lori Ashida against its Resolution as well as the evidence presented for the Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that its Resolution No. 6771 as it applies only to the property at 1109 W. Sanger should be, and hereby is enforced / rescinded.

PASSED, ADOPTED AND APPROVED this 15th day of April, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

March 20, 2019

City of Hobbs

City Clerk, Jan Fletcher

200 E Broadway

Hobbs, NM 88240

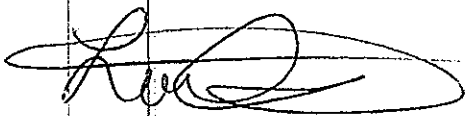
Notice of Objection

To Whom It May Concern:

I am writing to object to the condemnation of the property at 1109 W Sanger, Hobbs, NM. I have been working on getting this property cleaned up and am in the process of more clean up this weekend (March 22nd and 23rd).

My contact information is as follows: Lori Ashida, 1001 E Boutz, Las Cruces, NM 88001. Phone Number – 575-642-7254.

Thank you,

A handwritten signature in black ink, appearing to read 'Lori Ashida', enclosed within a large, hand-drawn oval.

Lori Ashida

CITY OF HOBBS

RESOLUTION NO. 6771

A RESOLUTION DETERMINING THAT CERTAIN
STRUCTURES ARE RUINED, DAMAGED AND DILAPIDATED,
ARE A MENACE TO PUBLIC COMFORT, HEALTH AND
SAFETY AND REQUIRES REMOVAL FROM THE MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA, as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structures thereon are ruined, damaged and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

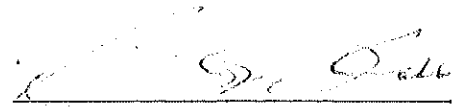
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; or, if such service cannot be had, that a copy of this Resolution be posted on the premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.


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

PASSED, ADOPTED AND APPROVED this 4th day of March, 2019.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	212 N. Denson Lot 4, Block 2, Unit 1 Horizon Park Addition Hobbs, Lea County, New Mexico	Oscar Jara	212 N. Denson Hobbs, NM 88240	\$ 20,000.00
2	201 S. Turner Lot 1, Block 50 Original Hobbs Addition Hobbs, Lea County, New Mexico	John Knotts	P.O. Box 750021 Petaluma, CA 94975	\$ 25,000.00
3	1109 W. Sanger 3.60 AC LOC NW4NE4 SEC .33 T18S R38E Hobbs, Lea County, New Mexico	Sunviews Properties LLC	1001 E. Boutz Las Cruces, NM 88001	\$ 20,000.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 15, 2019

SUBJECT: Publication of An Ordinance Prohibiting Parking of Commercial Motor Vehicles On Streets

DEPT. OF ORIGIN: Engineering Department and Legal Department

DATE SUBMITTED: April 9, 2019

SUBMITTED BY: Kevin Robinson, Development Director and Erik M. Scramlin, Deputy City Attorney

Summary:

NMSA 1978, §§3-17-1, and 3-18-1 confer general welfare and police powers on the City of Hobbs. Additionally, NMSA 1978, §66-7-415 allows a municipality to regulate the operation of commercial motor vehicles with respect to streets under their jurisdiction. Pursuant to that authority, the proposed ordinance would make it a parking violation to park any commercial motor vehicle, as defined by statute, on any street within the municipal boundaries of Hobbs, New Mexico. The proposed ordinance, would at a minimum, require signs to be posted on all major entrances to the City. The UTO only allows regulation on streets and does not authorize regulation on private property. Several citizens have voiced concerns at planning board meetings regarding safety as it relates to commercial motor vehicles being parked upon City streets. The attached planning board minutes reference the history of public concern regarding the parking of commercial motor vehicles and the health, welfare and safety concerns discussed by the board. The planning board recommended this proposed ordinance for adoption by 6-0 vote.

Fiscal Impact:

The estimated cost for the necessary signs is \$2,500.00. This cost estimate fits within the City Engineer's budget for signals and signs for FY 2019 (01041-42404).

Reviewed By: _____

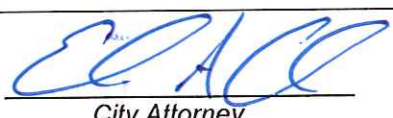

Finance Department

Attachments:

Proposed Ordinance; Draft of Planning Board Minutes from March 19, 2019

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

The Commission should consider publication of the Ordinance.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10 OF THE HOBBS MUNICIPAL CODE
PROHIBITING PARKING OF COMMERCIAL MOTOR VEHICLES ON STREETS

WHEREAS, the City of Hobbs has previously adopted the Uniform Traffic Ordinance to govern the traffic laws within the municipal limits of the City of Hobbs, New Mexico, through enactment of an amended Chapter 10 of the Hobbs Municipal Code; and

WHEREAS, NMSA 1978, §3-17-1 allows a municipality to adopt ordinances not inconsistent with the laws of New Mexico for the purpose of providing for the safety, preserving the health, promoting the prosperity and improving the morals, order, comfort and convenience of the municipality and its inhabitants; and

WHEREAS, NMSA 1978, §66-7-415, allows a municipality to regulate the operation of commercial motor vehicles with respect to streets under their jurisdiction; and

WHEREAS, the Uniform Traffic Ordinance Section 12-6-6.1 authorizes the City Manager, or his or her designee, to erect and maintain signs regulating parking on streets located in the municipal boundaries; and

WHEREAS, City of Hobbs has identified the parking of commercial motor vehicles, as that term is defined by state statute and local ordinance, on the streets of Hobbs, New Mexico to be detrimental to the safety, health, prosperity, morals, order, comfort and convenience of Hobbs, New Mexico and its inhabitants; and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 10, is hereby amended as more specifically described as follows:

TITLE 10

VEHICLES AND TRAFFIC

10.05 PARKING RESTRICTIONS FOR COMMERCIAL MOTOR VEHICLES

10.05.010 Purpose

The purpose of this section is to protect the safety, health, prosperity, morals, order, and comfort of the residents of Hobbs, New Mexico by prohibiting commercial motor vehicles from parking on municipal streets.

10.05.020 Authority of the City of Hobbs

This section is adopted pursuant to NMSA 1978, § 66-7-415, which authorizes the city to prohibit the operation of trucks or other commercial vehicles in addition to the general welfare and police powers conferred upon the City of Hobbs by NMSA 1978, §§ 3-17-1, et seq. and 3-18-1, et seq. Regulation of parking on municipal streets is authorized by Article VI of the Uniform Traffic Ordinance.

10.05.030 Commercial Motor Vehicle – Definition

“Commercial Motor Vehicle” means a self-propelled or towed vehicle, other than special mobile equipment, used on public highways in commerce to transport passengers or property when the vehicle: is operated interstate and has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight, of four thousand five hundred thirty-six kilograms, or ten thousand one pounds or more; or is operated only in intrastate commerce and has a gross vehicle weight or gross combination weight, of twenty-six thousand one or more pounds (Uniform Traffic Code Section 12-1-10.1); or as designated as such by the New Mexico Motor Vehicle Division, or an out of state equivalent state agency.

10.05.040 Parking of Commercial Vehicles – Prohibitions and Exceptions

- A. Commercial motor vehicles are prohibited from being parked on any street within the municipal boundaries except as set forth in paragraphs B and C.
- B. Temporary parking of a commercial motor vehicle is not prohibited when the temporary parking of the commercial motor vehicle is for the purposes of loading, unloading, making pick-up, making deliveries or providing services.
- C. Authorized emergency vehicles; any government or utility maintenance, service and transportation vehicles; and school buses, are permitted to park on streets.

10.05.050 Notice

- A. Pursuant to Uniform Traffic Ordinance Section 12-6-6.1 the City Manager or his or her designee shall erect and maintain signs designating the provisions of this section throughout the City as he or she deems appropriate. The signs shall be placed in conspicuous locations throughout the City in order to ensure visibility of the signs so as to notify possible commercial motorists and the general public. Placement of the signs contemplated herein shall be at the discretion of the City Manager who may receive recommendations from time to time from the City of Hobbs Planning Board.
- B. This section shall not be effective unless and until such signs are erected and maintained and notice thereof is given in writing to the nearest officer or employee of the motor transportation division of the department of public safety authorized to issue special permits.

10.05.060 Penalty

Violation of this section shall be a penalty assessment misdemeanor and the penalties for violation shall be those imposed by Hobbs Municipal Code Section 10.04.050.

10.05.070 Citation Procedure

Pursuant to Uniform Traffic Ordinance Section 12-3-3 it is the duty of the Hobbs Police Department to enforce this provision. Citation procedures are those outlined by Uniform Traffic Ordinance Sections 12-12-12, 12-12-13, and 12-12-4.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**PLANNING BOARD MEETING
MINUTES
March 19, 2019**

The Hobbs Planning Board met on March 19, 2019 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. "Tres" Hicks Chairman presiding.

Members Present:

"Tres" Hicks, Chairman
Guy Kesner, Vice Chairman
Bill Ramirez
Larry Sanderson
Phillip Ingram
Ben Donahue

Members Absent:

Brett Drennan

Also present were members of the public and City staff as follows:

Kevin Robinson, Development Director
Julie Nymeyer, Staff Secretary
Bruce Reid, County Planner
Bob Auld

Todd Randall, City Engineer
Eric Scramlin, Deputy City Attorney
Burl Masters

1) Call To Order.

Chairman Hicks called the meeting to order at 10:00 am.

2) Review and Consider Approval of Agenda.

The first item of business was to review and approve the Agenda for the March 19, 2019 meeting. Mr. Hicks asked if there were anyone at the meeting for today's items. Mr. Robinson said there were people here for items 10 and 11. Mr. Hicks suggested moving items 10 and 11 after item number 4. Mr. Ramirez made a motion, seconded by Mr. Ingram to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

3) Review and Consider Approval of Minutes.

February 19, 2018 – Regular Meeting

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from February 19, 2019. Mr. Kesner made a motion, seconded by Mr. Ramirez approve the Regular Meeting Minutes as presented. The vote on the motion was 5-0 and the motion carried as presented. Mr. Donahue arrived at the meeting.

4) Communications from Citizens.

Mr. Hicks asked if there was an easement across the land to the north to get down to the second tract of land. Mr. Chad Wright said yes. Mr. Hicks said it is his opinion that if these people want to live out in the county and have access to that level of a road then he does not think they should change the environment they are in by requiring an all weather surface road. He said he does think for the protection of the future planning of Hobbs ETJ there should be a 60 foot easement on their plat. Mr. Wright said it is their intention to raise cattle out there and they do not plan on dividing their land. He said if they did they would have to come before the Board again anyway and could meet the required standards at that time. He said they do plan on making the road from north to south end on their land all weather standard as well.

Mr. Kesner said it is his understanding that the all weather surface road is going to run from the access point to the north all the way to at least tract 2. Mr. Wright said yes. He said the first road from the east is already done from the east and west. Mr. Robinson said that the road has to be within at least 150 foot of any proposed structure. Mr. Wright said they are going to bring the road all the way to the south border.

Mr. Sanderson made a motion, seconded by Mr. Ramirez to recommend approval to the City Commission of the proposed subdivision with a 60 foot easement on the east side of the parcel with an all weather private drive that will be installed from the access point to the east all the way through parcel two. Mr. Kesner said he does not think that east/west roadway is necessary. The vote on the motion was 6-0 and the motion carried.

- 5) **Public Hearing to Review and Consider a Special Use Map Amendment to create a Recreational Vehicle Park (RVP) Planning District per MC 18.04, located at 1608 E. Main.**

Mr. Hicks opened the public meeting up at 10:34 am. Mr. Robinson said this is a Special Use Map amendment on east Main. He said the adjacent property owners were notified and there were no phone calls or objections. Mr. Ramirez asked how many RV lots were proposed. Mr. Robinson said he thought about 3 or 4 with the possibility of expanding. Mr. Hicks asked if Main Street was improved? Mr. Robinson said yes. Mr. Hicks asked if there were any members of the public that wanted to comment on the RV Park? There were none. Mr. Hicks closed the public hearing at 10:40 am. Mr. Ingram made a motion, seconded by Mr. Sanderson to approve the Special Use Map Amendment. Mr. Kesner said that he feels like it needs to be screened where there are private residences. The vote on the motion was 6-0 and the motion carried.

- 6) **Review and Consider side yard setback variance request for a residential single family housing unit to be located on Lot #28 of Homestead Estates Subdivision, as submitted by Gold Creek Homes, property owner. This particular lot, Lot #28 of Homestead Estates Subdivision, is located in the northwest corner of Lincoln, a minor residential, and Orchid, a minor residential. The side yard setback at this location should be 10' from the property line; the proposed structure is requested to be located 9' from the property line requiring a 1' variance.**

Mr. Robinson said this is on Lincoln Road and they are requesting a 1 foot variance. Mr. Kesner said he is not concerned about the 1 foot setback it is the other side with a 4 foot setback that will adversely affect the lot next to it. Mr. Robinson said not necessarily, the IBC does require that the closer the structure gets to the interior property line the more hardened it becomes as far as a fire. Mr. Hicks said the 5 foot setback is the standard but you can get closer if you have a fire resistance wall. Mr. Donahue made a motion, seconded by Mr. Ramirez to approve the 1 foot variance. The vote on the motion was 6-0 and the motion carried.

- 7) **Review and Consider a landscape variance for a proposed Commercial Development to be located northwest of the intersection of Bender and Kingsley. On-site Landscaping per MC 15.40 requires a 3,946 square feet; the proposed will provide 3,265 square feet plus 4,749 additional square feet to be located within the adjacent ROW.**

Mr. Robinson said the Municipal Code requires 10 percent of the parking lot to be landscaped. He said the proposed area to be landscaped comes out to be 8.33 percent. He said it comes out to be 120 percent of the requirement on the adjacent right-of-way. Mr. Kesner made a motion, seconded by Mr. Donahue to approve the landscape variance. The vote on the motion was 6-0 and the motion carried.

- 8) **Review and Consider an encroachment agreement for property located at 3500 N. Fowler, as submitted by property owner, Stone Ridge Property LLC. According to the most recent ALTA Survey, certain appurtenances belonging to the property encroach into the public ROW located adjacent to the western property line, maximum amount of apparent encroachment being 5.3'.**

Mr. Robinson said this is an encroachment agreement with Stone Ridge Property LLC. He said there are possible encroachments into the right of way. He said there is a fence, light and a sign that appear to encroach in the right of way. He said the encroachment agreement and encroachment easement are similar to what this Board has seen in the past and if they approve this it will go to the City Commission for execution. He said the agreement basically says you can occupy the property until we need it or you can no longer occupy it. He said it would be an additional expense to relocate the entire fence. Mr. Ramirez asked if the fence was concrete? Mr. Hicks said concrete and iron fence. Mr. Ingram said the agreement could be changed if needed. He said he does not see an issue with it.

Mr. Ingram made a motion, seconded by Mr. Donahue to approve the encroachment agreement. The vote on the motion was 6-0 and the motion carried.

- 9) **Review and Consider a proposed Summary Subdivision, as submitted by property owner Suerte Land Group, LLC, located south of the intersection of Scenic Drive and Suerte Drive.**

Mr. Robinson said this is a proposed Summary Subdivision. He said staff has not seen any actual subdivision plats. He said Suerte Drive is proposed to be a minor collector street. He said the development agreement is because there are parts of this roadway that would not be

There were no communications from citizens.

- 10) **Review and Consider variance request for a proposed addition to an existing sign located at 408 W. Bender.**

Mr. Robinson said this is an existing sign located at 408 W. Bender. He said historically if you work in an existing business and change the face for an existing business everything is good but if you modify then you are required to comply with the new rules. He said the existing sign exceeds the maximum square footage allowed. He said the proposal is to replace the top portion with a new sign that is 112 square feet. He said that is a 41 foot reduction in the total sign footage. He said it is currently at 303 sq. feet. Mr. Bob Auld said it will also meet the height restriction when replaced.

Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the variance. The vote on the motion was 6-0 and the motion carried.

- 11) **Review and Consider proposed ETJ subdivision located in Section 2, Township 19 South, Range 39 East, N.M.P.M., Lea County, New Mexico.**

Mr. Robinson said this is an ETJ subdivision. He said the proposed subdivision as submitted to the Planning Department does not meet standard requirements. He said the developer has the right to appeal the Planning Departments decision and appear before the Board.

Mr. Robinson said this is under a claim of exemption under the county's rules and regulations. He said it will also need to comply with the municipals title 16. He said the dedication of surface and subsurface public easements which is an encumbrance of that property for the benefit of the public. He said additionally the infrastructure which in this case in the ETJ would be a roadway would make it compliant.

Mr. Robinson said one of the things that make this property unique is that it is on the New Mexico/Texas state line. He said there is not an access from a New Mexico improved roadway to the property. He said there is an improved Texas roadway and there is an easement from CR 347 to the Stateline. Mr. Ramirez asked if there were any utilities on the road? Mr. Kesner said there may be electrical and telephone.

Mr. Hicks asked if staff's suggestion was that they provide an easement along the edge of the property? Mr. Robinson said it is connectivity for an east/west road way coming off of the Texas roadway and it is on a section line. He said there are no New Mexico roads in this area. Mr. Kesner said the nearest road would either be Stanolind to the north or Nadine to the south. Mr. Robinson said those streets are on section lines. Mr. Kesner said without much connectivity he did not think the roadway to the north of tract 1 made any sense. He said he has reviewed this and has talked to the land owner. Mr. Robinson said there is an addressing issue and making sure there is adequate access for emergency services is the issue. He said that requires access from an all-weather surface to within 150 foot of a structure that is being built.

beneficial to the developer. He said it better serves the community to have the roadway located in this area. He said the developer and staff are proposing a developer agreement for the development of the minor collector. He said the municipality would participate in the fair share of development and the city's fair share would ultimately be recovered when the adjacent properties access the infrastructures that they are installing.

Mr. Robinson said the developer agreement requires a surface and subsurface easement conveyed to the public with the execution of the subdivision plat. He said there is a north-south and an east-west easement that would be an extension of Smith Road. Mr. Hicks asked if staff is actually asking for a developer agreement? Mr. Robinson said Municipal Title 16 allows approval of a subdivision providing there is a development agreement or some other form that states the public does not pay for the infrastructures.

Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the Sketch Plan and if the Sketch Plan is converted then the use of a development agreement can be developed while the plat is being approved. The vote on the motion was 6-0 and the motion carried.

12) Review and Consider Proposed Ordinance to prohibit on street parking of commercial vehicles.

Mr. Scramlin said legal has drafted an ordinance that would be in compliance with the UTO using the authority of the UTO to create the commercial motor vehicle ordinance. He said if you look at the ordinance the first page sets out the authority that they used. He said it is consistent with what some of the other municipalities have done. He said when it comes to enforcement in conversations with MVD there are certain identifiers on license plates so a police officer can look and see the code then he knows what classification the vehicle is in. He said then he doesn't have to guess what the weight is he will just know the code.

Mr. Scramlin said they discussed in the subcommittee meetings some options of making it 500 feet or a certain amount of feet from a dwelling structure and they couldn't think of a place in Hobbs where you would be able to park anywhere. He said they came up with a plan to list it as commercial vehicles are prohibited from being parked on street within the municipal boundaries except for the list exceptions. He said they would also post signs to the entry ways to the city.

Mr. Scramlin said if they are going to adopt this ordinance he would recommend having a discussion on the health, safety and welfare factors if this is challenged. He said if this is ever challenged and they pull the minutes they will want to know if this is for health and safety or another reason. He said they have had subcommittee meetings and this has been discussed a lot. Mr. Hicks said he wanted it in the minutes that the Planning Board has had numerous complaints and people come to the Planning Board and talk about their concern of having large trucks in the streets and the safety of their children being around commercial vehicles. He said this has been brought up numerous times to the Planning Board that it is an issue of concern to the residents. Mr. Kesner said the visibility issue, rather you are backing out of your driveway or a child playing in the neighborhood and it is a big safety issue.

Mr. Donahue said the subcommittee discussed in their meeting that any vehicle that is

registered commercial which could be an F150 if the license plate specifies that it is a commercial vehicle then that would fall under what they are talking about here. He said in the subcommittee meeting this will be mostly a complaint driven issue and the odds of someone complaining about an F150 will probably not occur. Mr. Ingram said now people cannot park their F150's or F250's in front of their house will be an issue. Mr. Donahue said the subcommittee discussed that but for enforcement purposes a commercial vehicle will have the code on the license plate. He said it is the big trucks that people are complaining about. Mr. Hicks said they can park in their driveway. He said there are going to be some potential for friction. Mr. Scramlin said this ordinance under the UTO only allows regulation on streets. He said it will not affect anything on private property. Mr. Sanderson said he thought it was a good start and they can adjust as they go.

Mr. Ramirez made a motion, seconded by Mr. Kesner to recommend approval of this ordinance to the City Commission. The vote on the motion was 6-0 and the motion carried.

Mr. Ingram left the meeting at 11:14 am.

13) Discussion Items:

- A) Proposed location and development of a Hobbs Fire Department Training area located northwest of the intersection of Jack Gomez and A Street.

Mr. Robinson said this item will probably be seen on the ICIP in the future. He said this Board will be reviewing HIAP issues. Mr. Barry Young said HFD had a training ground of approximately 5 acres several years ago. He said that area has been vacated. He said they now would like to use some land that is on the west side of A Street which about 10 acres to develop a training ground for the HFD. He said they feel like it is a need for their department in the community. He said it gives them the ability to train their firefighters in their own community rather than send them to Carlsbad or Roswell or as far as Socorro NM. He said developing a training ground will take some time. He said they have met with Kevin and they have come up with some different areas. He said there are two structures on the property at this time that they could potentially utilize. He said they would like to be able to do interior and exterior burns for their training ground. He said they are one of the only communities in the state that does not have a training ground. Mr. Hicks said he thought it was a good plan. He asked why they did not use the land all the way to the north and use the 15 acres? He said the northern area would be a better location for the burn areas. Mr. Sanderson said he agrees and thought it would be a good use of that property.

Mr. Hicks said next meeting he has a conflict with the time of the next meeting and asked if the meeting could be moved to 9 am. The Board agreed.

14) Adjournment.

With nothing further to discuss the meeting adjourned at 11:30 am.

Tres Hicks, Chairman



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: APRIL 15, 2019

SUBJECT: CONSIDER AWARDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE TO PACIFIC RIM, INC.

DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: April 9, 2019
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

A RFQ (Request for Qualifications) was sent out on March 6, 2019 calling for qualifications for providing restaurant, food & beverage and catering services at Rockwind Community Links Golf Course. Responses were due on March 18, 2019. Two submissions were received by the Finance Department and both of these were determined to be responsive. An evaluation committee, which was comprised of staff from the following Departments interviewed each of the two vendors who submitted their qualifications and reviewed, evaluated and scored the submittals and qualifications: Administration, General Services, Parks & Recreation. The score sheet showing average scores is attached. The proposal receiving the highest average score (of a possible 100 points):

Pacific Rim Avg. Score: 85.2

Pacific Rim has been in business for 15 years and the owner/operator has lived in Lea County for 39 years. Pacific Rim will be responsible for providing food and beverage service at the Rockwind Community Links Golf Course and all catering services for tournaments, events and activities held at the golf course. In addition, they can be named as a Lessee on the City's Municipal Alcohol License (#95003) will be responsible for the sale of all alcohol (beer, wine, mixed drinks) at the golf course as well as the operation and staffing of the beverage cart.

Staff is recommending that the City Commission qualify Pacific Rim, Inc. as per the RFQ to provide Restaurant, Food & Beverage and Catering Services at Rockwind Community Links Golf Course and approve the professional service agreement with Pacific Rim, Inc., which is attached.

Fiscal Impact

Reviewed by:



Finance Department

The City of Hobbs expects to receive monthly payments and a percentage of the net profits as outlined in the professional service agreement.

Attachments: RFQ Evaluation Criteria Score Sheet with average scores, Copy of professional service agreement

Legal Review:

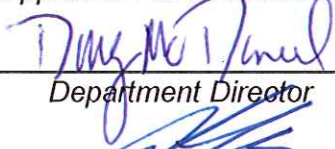
Approved As To Form:

City Attorney

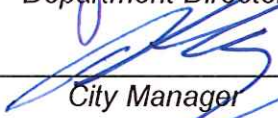
Recommendation:

Staff is recommending that the City Commission qualify Pacific Rim, Inc. as per the RFQ to provide Restaurant, Food & Beverage and Catering Services at Rockwind Community Links Golf Course and approve the professional service agreement with Pacific Rim, Inc., which is attached.

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. _____

RFQ

PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE

	MAX PNTS	PACIFIC RIM	BAKER BROS. HOLIDAZE	
1. PROPOSER QUALIFICATIONS AND EXPERIENCE Proposer's qualifications and previous experience in managing successful restaurant operations. Experience with serving alcohol (beer and wine) and enforcing all applicable laws regarding sale of beer and wine. Previous catering experience as it relates to events, weddings, business meetings, etc.	15	14.40	12.00	
2. LOCATION(S) OF CURRENT RESTAURANT OPERATIONS. Proximity to manage the operations at Rockwind Community Links Golf Course.	15	15.00	15.00	
3. PROPOSED RESTAURANT, FOOD/BEVERAGE AND CATERING SERVICES. The proposer's plans for restaurant management and operations, menus, pricing, staffing of the restaurant and beverage cart. Ability to be open during all hours in which the golf course is open and to provide food, beverage and catering for events ranging from large golf tournaments, weddings to small business meetings.	20	17.20	18.00	
4. FINANCIAL STABILITY AND RETURN TO THE CITY. Proposer's financial stability in current and/or previous restaurant operations and projected return to the City. The City is open to renting/leasing the restaurant space, profit-sharing or a combination of both. The City expects that the successful proposer will be a long-term tenant.	15	14.40	14.00	
5. QUALITY OF EQUIPMENT AND FURNISHINGS. The City will provide the very basic equipment to operate a kitchen. The proposer will be responsible for providing any needed additional equipment, plates, glasses, utensils.	15	15.00	14.80	
6. YEARLY OPERATIONS SUMMARY AND BUSINESS PLAN Proposer should include a summary that describes the first year of operations and the business plan envisioned for a successful restaurant, food/beverage service and catering services.	10	9.20	9.80	
7. Resident Bidder/Veterans Preference	10	0.00	0.00	
<u>TOTAL</u>		85.20	83.60	

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – PACIFIC RIM, INC

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 of Hobbs, Lea County, New Mexico (“City”) and Hobbs City Commission 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, City is the owner of Rockwind Community Links Golf Course (“Rockwind”) located at 5001 Jack Gomez Blvd., Hobbs, NM; and

WHEREAS, on March 6, 2019, the City of Hobbs issued a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind Community Links Golf Course. Pacific Rim, Inc. (“Rim”) was determined the best qualified proposer; and

WHEREAS, City desires to engage Rim to manage and operate Rockwind restaurant, food, beverage and catering services, on behalf and for the benefit of City, and Rim desires to accept such engagement, pursuant to the terms and conditions herein; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1.0 SCOPE OF SERVICES

1. City hereby engages Rim as of this effective date to act as the sole and exclusive manager and operator of Rockwind restaurant and catering services, subject to and as more fully described in this Agreement, and, in connection with, to perform the services described in Exhibit “1”, attached hereto.
2. Rim hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.
3. Lease of Liquor License: The parties acknowledge that City has procured and maintains a governmental liquor license pursuant to NMSA 1978, §69-6A-101. City shall lease to Rim, as part of this Agreement, the liquor license, to be used exclusively for the operation of the Rockwind facility. Rim agrees to designate a qualified employee to serve as the designated representative to meet the requirements for issuance and maintenance of the license. Rim agrees all activities by Rim associated with the operation of the license shall

strictly conform to New Mexico law and regulations of the New Mexico Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. Rim shall ensure it receives approval from Alcohol and Gaming to act as Lessee under City's Municipal Liquor License. All income and proceeds from alcohol sales shall be considered revenue in determining gross sales under this Agreement. City shall implement the administrative modification for Rim to become City's Lessee and the City shall pay the administrative fees associated with the modification.

2.0 TERM & TERMINATION

1. This Agreement, pursuant to NMSA 1978, §13-1-150(B), shall be for one (1) year from the date of its execution, subject to termination as described under this paragraph 2.0.
2. This Agreement may be renewed for three (3) one-year extensions with the mutual consent of the parties.
3. If the parties mutually agree to terminate this Agreement, the parties shall work together to transition the subsequent manager and operator, however, termination shall not occur less than 120 days after the parties enter a written agreement to terminate.
4. Either party may terminate, for cause, upon thirty days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty day notification period. Such notification shall be in writing subject to paragraph 11.0(6) herein. Termination of this Agreement pursuant to this provision shall immediately follow the thirtieth day.
5. Upon termination or expiration of this Agreement for any reason, Rim shall (i) promptly discontinue the performances of all services hereunder, (ii) deliver or otherwise make available to City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the facility as may have been accumulated by Rim in performing its obligations hereunder, whether complete or in progress, and (iii) assign to City all contracts or leases entered into by Rim in furtherance of its duties hereunder, who shall accept such contracts and perform all obligations thereunder following the expiration or termination date.
6. In addition to any other cause for termination, "cause" shall exist to terminate this Agreement in the event Rim exhibits deficient performance as further outlined in Section 3.0, and fails to cure the same within the thirty-day notice period outlined in subsection 4 above. Rim shall immediately cease performance on the day following the thirtieth day in the event City determines the deficiency is not cured.
7. The remedies described in this Section 2.0 shall be in addition to any other remedies the parties may be entitled to, either by virtue of the terms of this Agreement, at law or in equity, as a result of a breach or termination of this Agreement.

3.0 EVALUATION OF PERFORMANCE

1. City, through the City Manager or his/her designee, shall conduct quarterly performance evaluations of the performance of Rim at Rockwind. The performance evaluations shall be conducted in a manner determined as most effective for City. The performance evaluations shall be designed to ensure the general public is receiving the best possible service from Rim at Rockwind.
2. Rim shall be entitled to performance evaluation criteria so as to meet the standards and expectations of City in rendering service to the general public. However, Rim shall not be entitled to prior notice of any performance evaluations.
3. In the event Rim's performance is found deficient, City shall provide Rim with a thirty-day notice which shall state the deficiencies in Rim's performance and shall make an affirmative statement of the City's intent to terminate the Agreement in the event that Rim does not cure said deficiencies as outlined in Section 2.0(6) herein.
4. City, at its sole discretion, shall make the final determination as to whether or not the deficiency is cured. City shall be reasonable in all determinations regarding satisfaction of deficient performance. City's determination shall be final and binding on the parties.
5. Rim shall timely address all complaints forwarded to them by City from members of the general public. Rim shall timely inform the City in writing of the resolution of each complaint.
6. All records discussed herein shall constitute "public records" subject to inspection pursuant to NMSA 1978, §14-2-1, et seq.

4.0 COMPENSATION

1. Rim shall pay City \$1,000.00 per month, plus 5% of its gross sales on or before the 25th day of the following month (gross sales is determined by the monthly New Mexico Taxation and Revenue CRS Report). Rim shall provide documentation of the 5% gross sales payment as determined by the CRS Report.
2. Gross sales shall include all income received by Rim pursuant to its responsibilities under this Agreement, including, but not limited to, restaurant, bar and catering income, any cash incentive received from equipment, supplies, food or beverage vendors, income from tournaments, meetings, banquets, parties or weddings.
3. City is entitled, but not obligated, to sponsor up to three "major events" each year and shall be entitled to 80% of the net income from Rim's sales for each event after deduction of Rim's prior City approved expenses for each event. As used herein, "major event" means any concert, exhibition, live performance, or event outside of non-professional golf tournaments and non-professional golf events.

4. City shall be entitled to conduct periodic audits of all monthly gross sales of Rim at Rockwind, upon reasonable notice to Rim and during Rim's ordinary business hours. All audits required by City shall be at City's expense. Rim shall cooperate with City in said audits.

5.0 OWNERSHIP/USE OF FACILITY

1. Data, equipment, furniture, technical equipment, displays, fixtures and similar property materials and any improvements made during the term, not specifically designated as to be provided by Rim in Exhibit "1" herein shall at all times be owned by City. City shall provide equipment at restaurant as set forth in Exhibit "2" which shall at all times be owned by City.
2. City hereby gives Rim the right and license to use facility, and Rim accepts such right of use, for the sole purpose of performing the services herein specified, including the operation and maintenance of the restaurant dining room, kitchen, outdoor covered patio (subject to scheduling and prior approval of Rockwind General Manager) and any storage approved by Rockwind General Manager.
3. City shall assign to Rim, at no cost, parking spaces sufficient for all of Rim's management staff. All other Rim employees shall park in the designated public parking spaces. Rim staff shall not park in any of the drop off or pick up areas at Rockwind. Rockwind General Manager has final authority over all parking issues.
4. Any and all scheduling of events outside of the restaurant, including the outdoor patio, shall be coordinated through the Rockwind General Manager and use by Rim is subject to Rockwind General Manager approval.
5. In the event Rim utilizes any portion of the facility it shall be responsible for cleaning and maintaining that portion of the facility immediately following its use.
6. Rim shall be responsible for the maintenance and service of all grease traps on a regular basis.
7. Repair of Equipment: The party who has ownership of each individual piece of equipment shall be responsible for all repairs and any necessary replacement of the same.

6.0 PERSONNEL

1. All Rim staff and employees shall be engaged or hired by Rim and shall be employees of Rim and not City. Rim shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment/termination, relating to such personnel. Rim agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City agrees that Rim shall be entitled to pay its

- employees, as an operating expense, bonuses and benefits in accordance with Rim's current employee manual or as a reasonable amount for the locale.
2. Rim shall employ sufficient number and qualified employees to perform all of its obligations under this Agreement. Additionally, Rim shall ensure that all events, including but not limited to golf tournaments, are adequately staffed so as to meet the needs of the general public.
 3. Rim agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity employment issues. In accordance with these laws and regulations, Rim agrees to assure that no person shall, on the basis of race, color, natural origin, sex, age, handicap or medical condition, be discriminated against in regards to its personnel.

7.0 TAXES, ASSESSMENTS, GOVERNMENTAL FEES

1. Rim agrees to pay all New Mexico Gross Receipts Tax, Federal and State Income Taxes and all required wage withholding taxes for its employees, and all alcohol related taxes. City shall not be responsible for any of the aforementioned taxes and assessments.
2. Rim agrees to pay all assessments and/or other required governmental licensing fees they may be required to pay pursuant to state and federal regulations. City shall not be responsible for any of the aforementioned assessments and governmental licensing fees.

8.0 FISCAL RESPONSIBILITY / REPORTING

1. Rim agrees to keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operation and management of the facility. Such records shall contain all entries reflecting the business operations of Rim at the facility under this Agreement. City shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Rim and during Rim's ordinary business hours.
2. Rim agrees to provide to City monthly financial reports for the facility including a CRS Report, balance sheet aging reports on accounts receivable, and statement of revenues and expenditures for such month and year to date in accordance with generally accepted accounting principles. Rim agrees to provide City a summary of bookings for each month and separate cash receipts and disbursement reports for each catering event held at the facility.
3. Rim agrees to provide City, within one hundred-twenty (120) days following the end of each operating year, a certified audit report on the accounts and records as kept by Rim for the facility. Costs associated with obtaining such certified audit report shall be an operating expense of Rim. Such audit shall be conducted in accordance with generally accepted auditing standards.

9.0 INDEMNIFICATION

1. Rim agrees to defend, indemnify and hold harmless City, its commissioners, elected officials and employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorney fees even if City utilizes in-house counsel) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of Rim or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Rim of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to City's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.
2. City agrees to indemnify Rim only to such extent as allowed by New Mexico law, including any negligence or intentional Tort City or its employees may be responsible for.
3. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this paragraph 9.0, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may at its option participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may at its option assume control of such defense or resolution, if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed) . In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice of such matter, Indemnitee shall promptly (and in no event more than 20 days after any third party litigation is commenced assessing such claim) give reasonable detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.
4. The obligations of the parties contained in this paragraph 9.0 shall survive the termination or expiration of this Agreement.

10.0 INSURANCE

1. Rim agrees to maintain insurance in the manner and amounts as set forth in Exhibit "3", attached hereto, and shall provide to City promptly following the effective date a certificate of insurance evidencing such coverage. The insurance contemplated herein shall list City as an additional insured and shall be primary. Rim shall maintain such

referenced insurance coverage at all times during the term of this Agreement and shall not make any material modifications or changes to the coverage without the prior written consent of City. Each policy shall include a requirement that the insurer provide to City at least thirty days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of such insurance shall be an operating expense.

2. Rim agrees to maintain appropriate dram shop liability coverage arising from its dispensing of alcoholic beverages under this Agreement.

11.0 Miscellaneous

1. Except as required by the New Mexico Inspection of Public Records Act, and any other statutory provision of the laws of the State of New Mexico, as same now read, or may be modified in the future, this Agreement and its terms, conditions provisions and contents, shall be kept strictly confidential and shall not be disclosed by either party hereto to any persons, except to such party's employees, attorneys, accountants, financial advisors and advertising agencies who have a need to know such information, except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable laws requires disclosure of such terms).
2. Rim shall have the right to use throughout the term of this Agreement, without restriction and without charge, the name and all logos of the facility, on Rim's stationary, in its advertising of the facility, and whenever conducting the business of the facility; provided that Rim shall take all prudent and appropriate measures to protect the intellectual property rights of City and its logos. All intellectual property rights in any facility logos developed by City shall be and at all times remain the sole and exclusive property of City. Rim agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.
3. City agrees that in all advertisements placed by City for the facility or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it may include a designation that the facility is operated by Rim.
4. Except as provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performances, if prevented by occurrences outside its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, tornado, flood, act of God, riot, or civil commotion occurring at the facility; or (b) any law rule or ordinance, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute which results in a strike or work stoppage, affecting the facility or services described in this Agreement. Notwithstanding the foregoing, a party's failure to make payments due hereunder shall not be considered to be a force majeure.

5. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment in contravention of this paragraph shall be void.
6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, or three days after mailed, if sent by registered or certified mail.

If to City:

City of Hobbs
City Manager
200 E. Broadway
Hobbs, NM 88240

If to Rim:

Pacific Rim Incorporated
Jaw Yue
P.O. Box 2381
Hobbs, NM 88240

7. If a court of competent jurisdiction or an arbitrator determines any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. This Agreement must be approved by the Resolution of the Hobbs City Commission. Any modifications to this Agreement must be in writing and approved by Resolution of the Hobbs City Commission.
9. The parties agree that this Agreement is to be construed by the laws of the State of New Mexico and any legal action to enforce or construe the terms of the Agreement shall be brought in Lea County, New Mexico only.
10. City and Rim acknowledge and agree they are not joint venturers, partners, or joint owners with respect to the facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Rim. In operating the facility, entering into contracts, accepting reservations and conducting financial transactions for the facility, Rim acts on behalf of and agent for City (but subject to the limitations on Rim's authority as set forth in this Agreement) and assumes no independent contractual liability with respect to any obligations incurred in operating the facility or performing its obligations under this Agreement so long as Rim does not exceed the authority granted by this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Professional Services Agreement to be executed on behalf of such party by an authorized representative as of the date set forth herein.

CITY OF HOBBS

PACIFIC RIM, INC

By: SAM D. COBB, Mayor

By: Jaw Yue, President

Date: _____

Date: _____

Attest:

Jan Fletcher, City Clerk

Approved as to Form:

Efren A. Cortez, City Attorney

EXHIBIT 1

Rim shall provide the following in its management of the Rockwind restaurant and catering services located at the Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Adequate qualified staff to operate all aspects of its responsibilities herein, including, but not limited to, the restaurant, catering, bar and beverage cart(s);
2. Full service menus and hours of operation including breakfast, lunch and dinner;
3. Full service bar;
4. Food service and catering for meetings, banquets, parties and weddings at Rockwind;
5. Staffing of beverage cart(s) during peak play and tournaments;
6. Day-to-day custodial services and basic maintenance of restaurant, catering and dining facilities;
7. Supplies, food, beverages and materials for the operation of services and programs;
8. Plates, silverware, eating utensils, cooking utensils, pots, pans, glass ware, napkins, condiment containers, warming equipment, and all smallware item(s) required to operate the restaurant and catering business under this Agreement ;
9. All removable small appliances;
10. Point of sale (POS) electronic equipment, including all software and hardware;
11. Cook line equipment including convection oven, salamander, keg system, dishwasher rental, general assorted kitchen ware, assorted shelves, smallwares (as set forth in paragraph 8 herein), assorted equipment (food pro blenders etc.), medium and assorted prep tables.
12. Any additional dining room furnishings, décor, and design service to restaurant.

EXHIBIT 2

City shall provide the following equipment, which is currently located at Rockwind, connected with the Rockwind restaurant:

1. Charbroiler;
2. Griddle (flattop);
3. Fryer;
4. Equipment table;
5. 4 burner stove top;
6. Prep table and freezer;
7. Sandwich table with cooler;
8. Prep Table with drawers;
9. Walk-in cooler;
10. Dish table with sink;
11. Dish table clean side;
12. Dish sink trap;
13. Hand sink (2);
14. Reach-in freezer;
15. Ice unit;
16. Glass cooler;
17. Beer cooler;
18. 3-comp sink (2);
19. Current furniture that was previously provided to furnish restaurant.

EXHIBIT 3

Insurance Requirements (Minimum)

1. Commercial General Liability:
 - \$1,000,000.00 per occurrence
 - \$3,000,000.00 aggregate

2. Automobile Liability:
 - \$500,000.00 per accident (PI and PD combined single limit)

3. Workers Compensation:
 - Statutory Coverage



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: April 15th, 2019

SUBJECT: Authorizing an allocation of Lodgers' Tax funds to fund various annual events for Fiscal Year 2020

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: April 11th, 2019
SUBMITTED BY: Toby Spears, Finance Director

Summary:

On April 10th, 2019, the Lodgers' Tax Board met and recommended awarding to the Commission, various annual events for Fiscal Year 2020. The organizations and requests are listed on Exhibit A.

Fiscal Impact:

Reviewed By: 
Finance Department

March 31, 2019 Cash Balance (per Lodgers' Tax ordinance) for the Lodgers' Tax Fund is as follows:

Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 582,892.75
City and County (40%)	\$1,011,946.73
Airline (25%)	\$ 471,838.25
TOTAL CASH AVAILABLE	<u>\$2,066,677.76</u>

The 2020 budgeted lodgers' tax revenues are projected to be \$2,000,000.

Attachments:

Exhibit A
Financial Report for March 31, 2019
Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6789

A RESOLUTION AUTHORIZING ALLOCATION OF
LODGERS' TAX FUNDS FOR FISCAL YEAR 2020

WHEREAS, the Lodgers' Tax Advisory Board met on April 10, 2019, and recommends awarding funds to various annual events for fiscal year 2020;

	Event	Amount Requested	Lodgers' Tax Board Recommendation	City Commission Recommendation
	EDC – Promotion of Airline	\$107,000.00	\$107,000.00	
	City of Hobbs - Rockwind Golf Course – Marketing	\$88,675.00	\$88,675.00	
	City of Hobbs – CORE – Marketing	\$179,350.00	\$179,350.00	
	City of Hobbs – NM Parks Association State Conference	\$13,825.00	\$13,825.00	
	Lea County Fair & Rodeo Board	\$108,330.00	\$108,330.00	
	Hobbs Chamber of Commerce – Hobbs August Nites	\$91,860.00	0.00	
	Hobbs Chamber of Commerce – Hobbs Holiday Tournament	\$15,618.00	\$15,618.00	
	Hobbs Chamber of Commerce – FeBREWary Festival	\$12,002.50	\$12,002.50	
	Hispano Chamber of Commerce – Mariachi Christmas	\$20,000.00	\$20,000.00	
	Hispano Chamber of Commerce – Fiesta De Septiembre	\$25,000.00	\$25,000.00	
	Southwest Symphony	\$70,733.50	\$70,733.50	
	Hobbs USSSA	\$36,500.00	\$36,500.00	
	Permian Basin USSSA	\$162,500.00	\$162,500.00	
	Western Heritage Museum Complex	\$54,635.00	\$54,635.00	
	Cinco De Mayo Committee	\$15,000.00	\$15,000.00	
	Tuff Hedeman Championship Bull Riding	\$20,000.00	\$20,000.00	
	Cycle City Promotions	\$50,000.00	\$50,000.00	

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

PASSED, ADOPTED AND APPROVED this 15th day of April, 2019.

SAM D. COBB, Mayor

ATTEST:

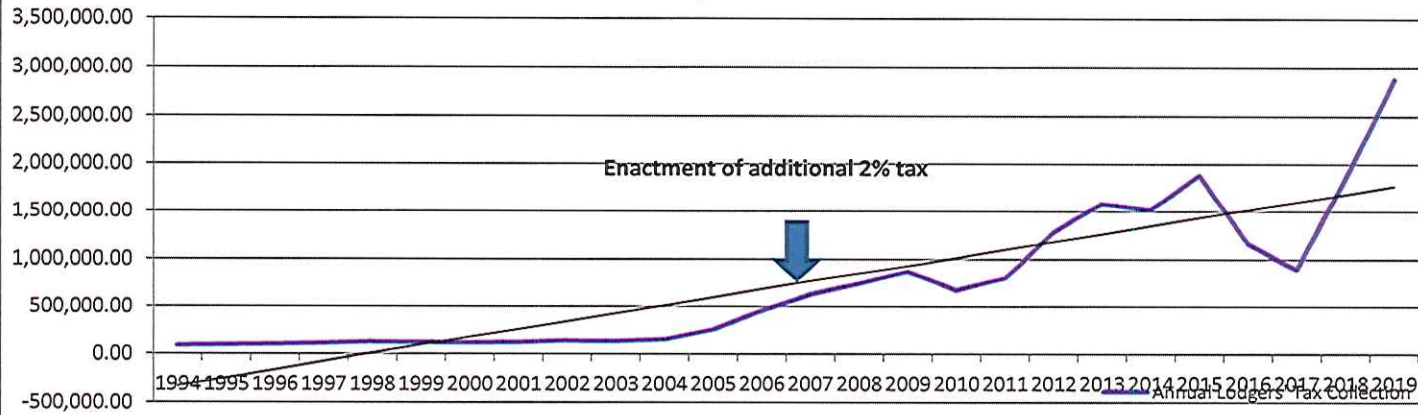
JAN FLETCHER, City Clerk

CITY OF HOBBS LODGERS' TAX REPORT

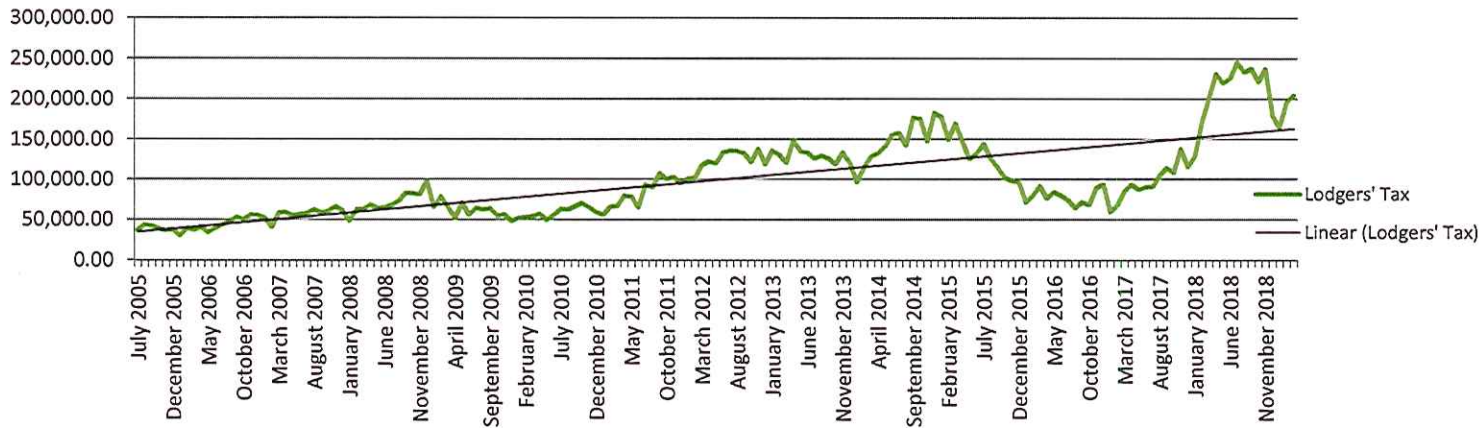
March 31, 2019

Month	Month	RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
SUBTOTAL		15,364,272.60	768,213.63	527.46	768,741.09	0.00	762,619.97	762,619.97			
SUBTOTAL		18,028,844.80	901,442.24	973.44	902,415.68	0.00	1,452,826.32	1,452,826.32			
CASH BALANCE	06/30/15	713,543.86	1,885,088.47	1,769.80	1,886,858.27		2,219,502.38	2,219,502.38			
CASH BALANCE	06/30/16	188,954.74	1,166,403.92	1,637.41	1,168,041.33	0.00	1,692,630.45	1,692,630.45			
July 2016		1,483,720.00	74,186.00	174.74	74,360.74		10,000.00	10,000.00	64,360.74	64,360.74	253,315.48
August 2016		1,286,676.40	64,333.82	229.08	64,562.90		35,000.00	35,000.00	29,562.90	93,923.64	282,878.38
September 2016		1,427,108.20	71,355.41	411.72	71,767.13		25,375.27	25,375.27	46,391.86	140,315.50	329,270.24
October 2016		1,363,327.20	68,166.36	508.97	68,675.33		88,717.26	88,717.26	-20,041.93	120,273.57	309,228.31
November 2016		1,783,813.00	89,190.65	574.99	89,765.64		20,000.00	20,000.00	69,765.64	190,039.21	378,993.95
December 2016		1,877,455.00	93,872.75	680.49	94,553.24		15,069.00	15,069.00	79,484.24	269,523.45	458,478.19
SUBTOTAL		9,222,099.80	461,104.99	2,579.99	463,684.98	0.00	194,161.53	194,161.53			
January 2017		1,183,489.00	59,174.45	371.91	59,546.36		291,814.62	291,814.62	-232,268.26	-232,268.26	226,209.93
February 2017		1,357,364.20	67,868.21	421.71	68,289.92		0.00	0.00	68,289.92	68,289.92	294,499.85
March 2017		1,701,676.00	85,083.80		85,083.80		12,391.92	12,391.92	72,691.88	72,691.88	367,191.73
April 2017		1,877,931.00	93,896.55	1,399.24	95,295.79		38,170.00	38,170.00	57,125.79	57,125.79	424,317.52
May 2017		1,745,164.20	87,258.21	1,253.77	88,511.98		1,133.00	1,133.00	87,378.98	87,378.98	511,696.50
June 2017		1,803,606.00	90,180.30	1,457.94	91,638.24		336,083.26	336,083.26	-244,445.02	-244,445.02	267,251.48
SUBTOTAL		9,669,230.40	483,461.52	4,904.57	488,366.09	0.00	679,592.80	679,592.80			
CASH BALANCE		267,251.48	944,566.51	7,484.56			873,754.33				
July 2017		1,815,246.20	90,762.31	976.79	91,739.10		1,372.17	1,372.17	90,366.93	90,366.93	357,618.41
August 2017		2,089,782.80	104,489.14	1,216.90	105,706.04		18,130.31	18,130.31	87,575.73	177,942.66	445,194.14
September 2017		2,291,105.80	114,555.29	1,738.91	116,294.20		26,500.00	26,500.00	89,794.20	267,736.86	534,988.34
October 2017		2,170,628.60	108,531.43	3,549.66	112,081.09		59,216.40	59,216.40	52,864.69	320,601.55	587,853.03
November 2017		2,764,121.40	138,206.07	2,979.81	141,185.88		14,757.64	14,757.64	126,428.24	447,029.79	714,281.27
December 2017		2,308,667.00	115,433.35	3,413.63	118,846.98		0.00	0.00	118,846.98	565,876.77	833,128.25
SUBTOTAL		13,439,551.80	671,977.59	13,875.70	685,853.29	0.00	119,976.52	119,976.52			
January 2018		2,580,920.60	129,046.03	3,498.85	132,544.88		229,785.48	229,785.48	-97,240.60	-97,240.60	735,887.65
February 2018		3,428,414.60	171,420.73	3,567.45	174,988.18		14,804.51	14,804.51	160,183.67	160,183.67	896,071.32
March 2018		4,035,431.00	201,771.55	629.14	202,400.69		51,663.32	51,663.32	150,737.37	150,737.37	1,046,808.69
April 2018		4,639,998.60	231,999.93	802.01	232,801.94		10,521.88	10,521.88	222,280.06	222,280.06	1,269,088.75
May 2018		4,406,434.20	220,321.71	967.59	221,289.30		9,500.00	9,500.00	211,789.30	211,789.30	1,480,878.05
June 2018		4,525,501.20	226,275.06	1,143.42	227,418.48		325,375.98	325,375.98	-97,957.50	-97,957.50	1,382,920.55
SUBTOTAL		23,616,700.20	1,180,835.01	10,608.46	1,191,443.47	0.00	641,651.17	641,651.17			
CASH BALANCE		1,382,920.55	1,852,812.60	24,484.16	1,877,296.76		761,627.69				
July 2018		4,924,557.60	246,227.88	1,183.55	247,411.43		0.00	0.00	247,411.43	247,411.43	1,630,331.98
August 2018		4,682,780.80	234,139.04	1,484.86	235,623.90		13,644.20	13,644.20	221,979.70	469,391.13	1,852,311.68
September 2018		4,769,011.20	238,450.56	1,648.84	240,099.40		257,822.62	257,822.62	-17,723.22	451,667.91	1,834,588.46
October 2018		4,439,774.00	221,988.70	1,737.41	223,726.11		3,957.73	3,957.73	219,768.38	671,436.29	2,054,356.84
November 2018		4,759,001.40	237,950.07	2,214.46	240,164.53		73,306.33	73,306.33	166,858.20	838,294.49	2,221,215.04
December 2018		3,604,288.40	180,214.42	2,697.34	182,911.76		234,378.56	234,378.56	-51,466.80	786,827.69	2,169,748.24
SUBTOTAL		27,179,413.40	1,358,970.67	10,966.46	1,369,937.13	0.00	583,109.44	583,109.44			
January 2019		3,306,211.80	165,310.59	2,693.77	168,004.36		1,014.72	1,014.72	166,989.64	166,989.64	2,336,737.88
February 2019		3,930,807.80	196,540.39	3,027.42	199,567.81		28,439.97	28,439.97	171,127.84	171,127.84	2,507,865.72
March 2019		4,093,536.40	204,676.82		204,676.82		645,864.78	645,864.78	-441,187.96	-441,187.96	2,066,677.76
April 2019		0.00			0.00			0.00	0.00	0.00	2,066,677.76
May 2019		0.00			0.00			0.00	0.00	0.00	2,066,677.76
June 2019		0.00			0.00			0.00	0.00	0.00	2,066,677.76
SUBTOTAL		11,330,556.00	566,527.80	5,721.19	572,248.99	0.00	675,319.47	675,319.47			
CASH BALANCE		2,066,677.76	1,925,498.47	16,687.65	1,942,186.12		1,258,428.91				

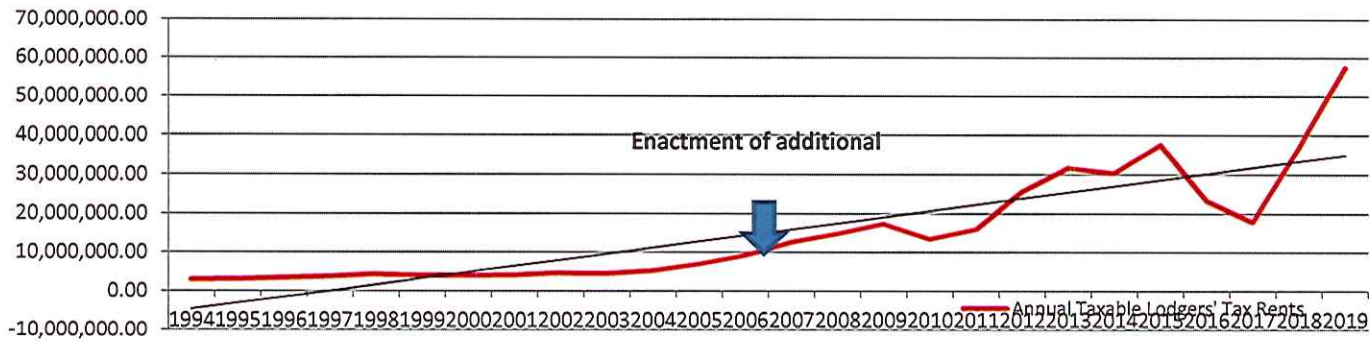
Annual Lodgers' Tax Collection



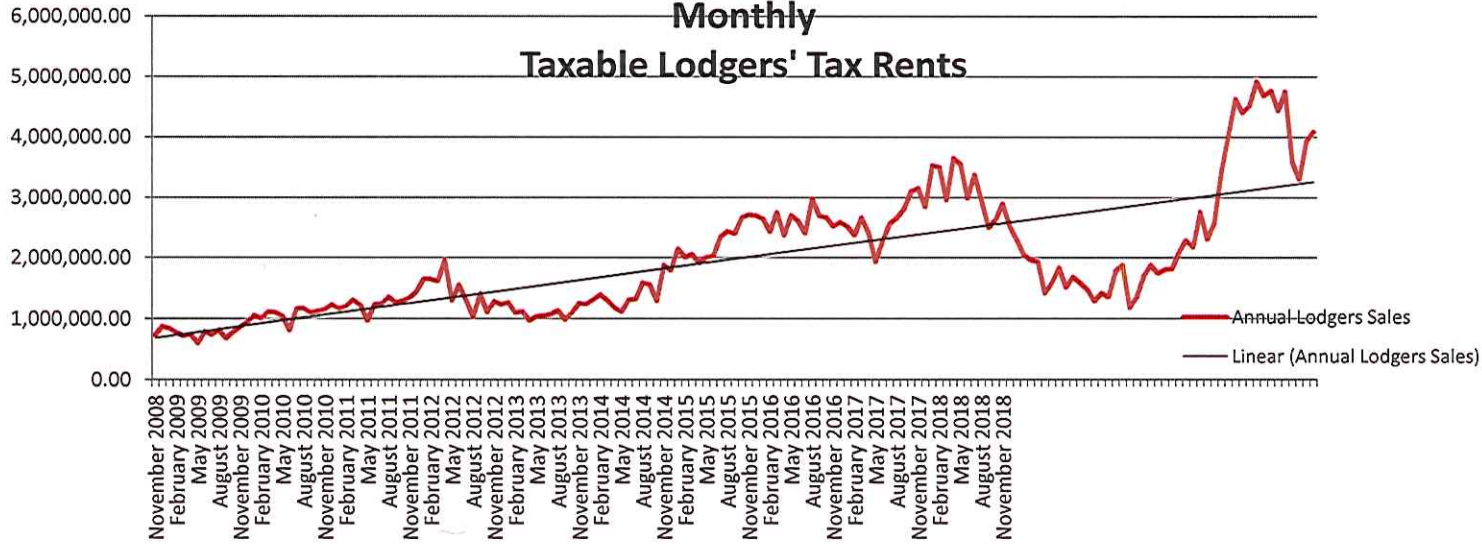
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



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

REVISED - 4-11-2019

Exhibit A

Non Profit/For Profit Entities 2020 Funding Annual RFP:		Lodgers' Tax Board Recommended	Vote Count	FY 2020 Requested Funding	(current) FY 2019 Approved Funding	(current) FY 2018 Approved Funding	(current) FY 2017 Approved Funding	(current) FY 2016 Approved Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	(current) FY 2013 Approved Funding	Difference from 2015 to 2016	Category
1	EDC - Airline Subsidy	393,000.00	fixed ord.	393,000.00	285,000.00	235,162.89	279,497.62	500,000.00	500,000.00	500,000.00	250,000.00	(220,502.38)	airline
	EDC - Promotion of Airline	107,000.00	5-0	107,000.00	107,000.00		-	107,000.00	107,000.00	107,000.00	179,338.00	(107,000.00)	airline
	TOTAL ALLOCATION FOR EDC	500,000.00		500,000.00	392,000.00	235,162.89	279,497.62	607,000.00	607,000.00	607,000.00	429,338.00	(327,502.38)	
2	City of Hobbs- Hobbs Firefighter Combat Challenge				44,392.43							-	local govt
	City of Hobbs-Rockwind Golf Course Marketing	88,675.00	4-0 (1 abstain)	88,675.00	54,655.00	66,500.00	75,000.00	132,559.10	504,314.44			(429,314.44)	local govt
3	CORE (Marketing)	179,350.00	5-0	179,350.00	88,800.00	99,800.00		-				-	local govt
	CORE (Operating)	500,000.00	tbd (prelim budg)	500,000.00	500,000.00								
4	City of Hobbs - NMML							175,000.00					
	City of Hobbs - New Mexico Parks Association State Conference	13,825.00	4-0 (1 abstain)	13,825.00	2,500.00								
	Hobbs Downtown Slam & Jam Gus Macker Basketball Tour.				36,500.00	-	78,500.00	100,000.00	125,300.00	19,645.00	46,315.00	(46,800.00)	local govt
5	Lea County Fairgrounds								9,000.00	9,540.00	9,250.00	(9,000.00)	local govt
	Lea County Fair & Rodeo Board	108,330.00	5-0	108,330.00	-			175,000.00	175,000.00	150,000.00	50,000.00	(175,000.00)	local govt
	Lea County Event Center				-	25,000.00	50,000.00	50,000.00	175,000.00	163,600.00	100,000.00	(125,000.00)	local govt
	Lea County Subsidy for Lea County Airport Hanger										250,000.00	-	local govt
	TOTAL ALLOCATION FOR LEA COUNTY/CITY OF HOBBS	890,180.00		890,180.00	726,847.43	191,300.00	203,500.00	632,559.10	988,614.44	342,785.00	455,565.00	(785,114.44)	
6	Juneteenth	9,800.00	<10K LT Approv.	9,800.00	4,900.00	3,716.00	-	7,383.00	7,383.00	7,383.00	7,003.00	(7,383.00)	NP
	New Mexico National Black Chamber of Commerce				8,800.00	4,930.31	-	19,250.00	34,000.00	100,000.00	14,795.00	(34,000.00)	NP
	Community Players of Hobbs (Community Playhouse)						-	17,900.00	17,900.00	17,900.00	-	(17,900.00)	NP
7	Hobbs Chamber of Commerce			119,480.50	21,233.22	10,000.00	8,443.43	16,600.00	16,580.00		-	(8,136.57)	NP
	Breakdown per Event:		2-0(3 abstain)										
	Hobbs August Nites Event	91,860.00	lack of quorum										
	Hobbs Holiday Tournament	15,618.00	3-0 (2 abstain)										
	FeBREWary Festival	12,002.50	3-0 (2 abstain)										
8	Hispano Chamber of Commerce Foundation - Mariachi Christmas	20,000.00	3-0 (2 abstain)	20,000.00	20,000.00	10,000.00	13,450.00	23,500.00	24,125.00	20,000.00	20,000.00	(15,000.00)	NP
9	Hispano Chamber of Commerce Foundation - Fiestas De Septiembre	25,000.00	3-0 (2 abstain)	25,000.00	25,000.00	16,000.00	17,500.00	26,000.00	26,025.00	25,000.00	26,000.00	(8,525.00)	NP
10	Hobbs Kennel Club (Awarded 2,500 dollars by Lodgers Board < 10 K)	3,200.00	<10K LT Approv.	3,200.00	3,300.00	3,200.00	2,600.00	2,500.00		4,000.00	4,000.00	2,600.00	NP
	Lea County Commission of the Arts					10,000.00	10,000.00	25,000.00	40,000.00		9,174.00	(30,000.00)	NP
	Lea County Museum							25,000.00	25,000.00	50,000.00	50,000.00	(25,000.00)	NP
	Light of Lea County						10,000.00	19,553.54	15,804.30			(5,804.30)	NP
11	Southwest Symphony	70,733.50	5-0	70,733.50	62,012.50	22,500.00	25,000.00	79,770.00	83,792.00	92,990.00	45,522.00	(58,792.00)	NP
12	United Way - 2nd Annual United Way Benefit Concert	10,000.00	<10K LT Approv.	10,000.00				9,500.00		9,475.00	9,425.00	-	NP
13	Hobbs USSSA	36,500.00	5-0	36,500.00	32,500.00	70,000.00	70,000.00	123,000.00		3,500.00		70,000.00	NP
14	Permian Basin - USSSA	162,500.00	5-0	162,500.00	47,500.00								
15	Western Heritage Museum Complex	54,635.00	5-0	54,635.00	45,645.00	18,000.00	20,000.00	50,000.00	121,850.00	96,850.00	46,500.50	(101,850.00)	public entity
16	Cinco De Mayo	15,000.00	5-0	15,000.00	10,000.00			10,000.00					
17	Hobbs Quarterback Club	9,800.00	5-0	9,800.00									
	TOTAL ALLOCATION FOR NON-PROFITS	444,789.00		536,649.00	270,890.72	168,346.31	176,993.43	444,956.54	305,609.30	393,148.00	210,244.00	(128,615.87)	
18	Tuff Hedeman Championship Bull Riding	20,000.00	5-0	20,000.00	20,000.00	10,000.00	18,000.00	20,000.00			20,000.00	18,000.00	P
19	Cycle City Promotions-Kicker Arenacross/Monster Truck (note 25,000 per event two events \$50,000 on profit entities)	50,000.00	5-0	50,000.00	50,000.00	17,500.00	35,000.00	50,000.00	50,000.00	47,700.00		(15,000.00)	P
20	IMPACTO - JAG Promotions, LLC	9,500.00	<10K LT Approv.	9,500.00	9,500.00		4,500.00	9,500.00					NP
	TOTAL ALLOCATION FOR FOR-PROFITS	79,500.00		79,500.00	79,500.00		53,000.00	70,000.00	50,000.00	47,700.00	20,000.00	3,000.00	
	City of Hobbs - Fire and Police (15% allocation)	300,000.00	fixed ord.	300,000.00	195,000.00	195,000.00	142,500.00	169,742.00	195,000.00	228,604.86	257,602.80	(52,500.00)	security
	TOTAL REQUESTED ALLOCATION	2,214,469.00		2,306,329.00	1,664,238.15	789,809.20	855,491.05	1,924,257.64	2,146,223.74	1,619,237.86	1,372,749.80	(1,290,732.69)	

Non Profit/For Profit Entities 2020 Funding Annual RFP:		Lodgers' Tax Board Recommended	Vote Count	FY 2020 Requested Funding	(current) FY 2019 Approved Funding	(current) FY 2018 Approved Funding	(current) FY 2017 Approved Funding	(current) FY 2016 Approved Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	(current) FY 2013 Approved Funding	Difference from 2015 to 2016	Category
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Ordinance Caps:	3-31-2019	2020	Requested	Lodgers' Tax Board	Requested
	Beginning Cash	Cap Amount	2020 Amount	2020 Amount	(Under)/Over Cap/Cash
Security and Sanitation (15%)	-	300,000.00	300,000.00	300,000.00	-
Non-Profit/For Profit/Public Entity (20%)	582,892.75	400,000.00	616,149.00	524,289.00	458,603.75
City and County (40%)	1,011,946.75	800,000.00	890,180.00	890,180.00	921,766.75
Airline (25%)	471,838.26	500,000.00	500,000.00	500,000.00	471,838.26
TOTAL	2,066,677.76	2,000,000.00	2,306,329.00	2,214,469.00	1,852,208.76